

Exhibit 17



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Transcript of Pia Ellis

Date: December 18, 2023

Case: International Paper Company -v- Beazley Insurance Company, Inc., et al.

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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

- - - - - x
INTERNATIONAL PAPER :
COMPANY, :
Plaintiff, :
v. : Civil Action No.
BEAZLEY INSURANCE : 22-02789-TLP-CGC
COMPANY, INC., and :
ZURICH AMERICAN :
INSURANCE COMPANY, :
Defendants. :

- - - - - x

Videotaped Deposition of PIA ELLIS
Conducted Virtually
Monday, December 18, 2023
10:07 a.m. EST

Job No.: 518471

Pages: 1 - 188

Reported By: Karen Klerekoper, CSR-4250, RPR

1
2 Videotaped Deposition of PIA ELLIS, conducted
3 virtually:
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9 Pursuant to Notice, before Karen Klerekoper,
10 Notary Public in and for the State of Michigan.
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A P P E A R A N C E S

ON BEHALF OF THE PLAINTIFF:

JOHN SYLVESTER, ESQUIRE

NATHAN TOWNSEND, ESQUIRE

LAURA VEITH, ESQUIRE

K&L GATES LLP

210 Sixth Avenue

Pittsburgh, Pennsylvania 15222

ON BEHALF OF THE DEFENDANTS:

EUGENE MURPHY, ESQUIRE

WILLIAM MAXWELL DALEY, ESQUIRE (Providence office)

ROBINSON & COLE LLP

777 Brickell Avenue, Suite 680

Miami, Florida 33131

ALSO PRESENT:

VIDEOGRAPHER CHARLOTTE FORREST, PLANET DEPOS

A/V TECHNICIAN HAROLD RODRIGUEZ, PLANET DEPOS

MARY JANE PALMER, IP

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P R O C E E D I N G S

1		
2	THE VIDEOGRAPHER: Here begins Media	10:06:49
3	Number 1 in the videotaped deposition of Pia Ellis	10:06:50
4	in the matter of International Paper Company V.	10:06:53
5	Beazley Insurance Company, et al., in the United	10:06:59
6	States District Court for the Western District of	
7	Tennessee, Western Division, Case Number	10:07:05
8	22-02789-TLP-CGC. Today's date is December 18th,	10:07:14
9	2023. The time on the video monitor is	10:07:16
10	10:07 a.m., Eastern Standard Time.	10:07:21
11	The remote videographer today is Charlotte	10:07:23
12	Forrest, representing Planet Depos. All parties	10:07:27
13	of this video deposition are attending remotely.	10:07:29
14	Would counsel please voice-identify	10:07:31
15	themselves and state whom they represent.	10:07:33
16	MR. SYLVESTER: John Sylvester of the law	10:07:36
17	firm K&L Gates, representing the plaintiff,	10:07:38
18	International Paper Company. And my colleagues,	10:07:41
19	Nathan Townsend and Laura Veith, will be on from	10:07:43
20	time to time. And also, our client from	10:07:47
21	International Paper, Mary Jane Palmer, will also	10:07:49
22	be on from time to time.	10:07:53
23	MR. MURPHY: Gene Murphy with Robinson	10:07:55
24	Cole on behalf of defendant, Beazley Insurance	10:08:00
25	Company. And I'm also joined by my colleague,	10:08:01

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1	William Daley.	10:08:04
2	THE VIDEOGRAPHER: The court reporter	10:08:06
3	today is Karen Klerekoper, representing Planet	10:08:07
4	Depos.	10:08:09
5	The witness will now be sworn.	10:08:09
6	(Oath stipulation read and agreed by counsel	10:08:12
7	and witness.)	10:08:12
8	PIA ELLIS, having been duly sworn testified as	
9	follows:	10:09:07
10	EXAMINATION	10:09:07
11	BY MR. SYLVESTER:	10:09:07
12	Q Good morning, Ms. Ellis. My name is John	10:09:07
13	Sylvester, as I've stated on the record. I am	10:09:15
14	counsel for the plaintiff, International Paper	10:09:17
15	Company, in this lawsuit against Beazley Insurance	10:09:20
16	Company arising out of an employee-theft claim	10:09:23
17	that International Paper has made to Beazley	10:09:26
18	Insurance Company.	10:09:33
19	Do you understand that you are here	10:09:34
20	appearing both as a corporate representative	10:09:36
21	witness for Beazley Insurance Company and also in	10:09:38
22	your individual capacity?	10:09:40
23	A Yes.	10:09:42
24	Q Okay. And before we begin the substantive	10:09:44
25	questioning, let me ask you to formally state on	10:09:48

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1	the record your name and your residence address?	10:09:50
2	A My full name is Pia, P-I-A, last name	10:09:54
3	Ellis, E-L-L-I-S.	10:09:59
4	Q And your residence address?	10:10:03
5	A 45 Rockefeller Plaza, 16th Floor, 10010.	10:10:05
6	Q What city is that?	10:10:16
7	A New York, New York.	10:10:18
8	Q That's your residence address?	10:10:20
9	A That's the Beazley corporate office	10:10:22
10	address.	10:10:26
11	Q Oh, okay. And where do you live?	10:10:26
12	A I live in White Plains, New York.	10:10:30
13	Q And who is your employer?	10:10:34
14	A Beazley Insurance Company.	10:10:40
15	Q What is your title or position with	10:10:42
16	Beazley?	10:10:44
17	A Claims manager.	10:10:46
18	MR. MURPHY: John, can I interrupt for one	10:10:49
19	second, I apologize. Just the initial	10:10:52
20	identification about this being both a corporate	10:10:53
21	rep deposition and Pia Ellis testifying in her	10:10:59
22	individual capacity, I know we have both those	10:11:03
23	notices, but I think I need some kind of	10:11:05
24	understanding as to, you know, which capacity	10:11:07
25	she's testifying on. I think, unless otherwise	10:11:11

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1 stated, this a corporate rep deposition. And if
2 we think something is going beyond the scope of
3 notice, I'll certainly let you know. Is that
4 acceptable?

5 MR. SYLVESTER: Yes, I was going to get
6 into that in a minute, Gene --

7 MR. MURPHY: Okay.

8 MR. SYLVESTER: -- to the extent anything
9 is beyond the scope of the notice of corporate
10 designee testimony that she would be testifying in
11 her individual capacity.

12 Q Let me ask you, Ms. Ellis, are you
13 represented by counsel here today?

14 A Yes.

15 Q Can you identify your counsel for the
16 record?

17 A Robinson Cole.

18 Q Okay. Have you given a deposition before,
19 Ms. Ellis?

20 A Not on this matter.

21 Q In any matter, have you ever given a
22 deposition?

23 A No.

24 Q Okay. Well, let me just go over a couple
25 ground rules. I'm sure your counsel probably has

10:11:14

10:11:18

10:11:21

10:11:24

10:11:26

10:11:28

10:11:30

10:11:31

10:11:33

10:11:37

10:11:40

10:11:43

10:11:44

10:11:47

10:11:50

10:11:50

10:11:52

10:11:56

10:12:03

10:12:05

10:12:07

10:12:09

10:12:09

10:12:15

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1	already mentioned them to you.	10:12:18
2	We're here to get information from you	10:12:20
3	that may be helpful to the resolution of this	10:12:22
4	case. I will ask you questions and ask that you	10:12:24
5	wait until I finish my question before you give	10:12:28
6	your answer. And similarly, I'll wait until you	10:12:30
7	finish your answer before I ask the next question.	10:12:35
8	That way we won't talk over each other and allow	10:12:38
9	the court reporter to have a clean record.	10:12:42
10	Do you understand that?	10:12:43
11	A Yes.	10:12:44
12	Q If I ask you a question that you don't	10:12:45
13	understand or that you think requires	10:12:48
14	clarification, will you let me know that so that I	10:12:51
15	can rephrase it or clarify in a way that you can	10:12:53
16	give your best answer?	10:12:57
17	A Yes.	10:12:58
18	Q We'll be taking breaks from time to time	10:12:58
19	in the course of this deposition. If you ever	10:13:03
20	need a break, other than when a question is	10:13:06
21	pending, we can take a break to accommodate you.	10:13:09
22	You just have to let me know that. Do you	10:13:12
23	understand that?	10:13:15
24	A Yes, I do.	10:13:15
25	Q And because we're in a remote deposition,	10:13:16

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1 we're not all sitting in the same conference room 10:13:19
2 as otherwise might be the case, I need to first 10:13:22
3 ask you, is there anybody else sitting in the room 10:13:26
4 where you are sitting? 10:13:31

5 A No. 10:13:32

6 Q And do you understand that while the 10:13:32
7 question-and-answer session is going you are not 10:13:34
8 permitted to communicate with anybody else, either 10:13:37
9 electronically or otherwise? 10:13:40

10 Do you understand that? 10:13:43

11 A Yes. 10:13:44

12 Q Did you bring any notes or any documents 10:13:45
13 that you have for your reference to this 10:13:50
14 deposition? 10:13:53

15 A I have the deposition notice. 10:13:56

16 Q Okay. And just so that we see what we're 10:13:59
17 talking about here, can you take a look at 10:14:03
18 Exhibit 1, which is the revised Rule 30(b)(6) 10:14:05
19 notice of deposition of Beazley. Is that the 10:14:10
20 notice of deposition that you're referring to? 10:14:12

21 (Marked for identification Exhibit 1, 10:14:14
22 revised Rule 30(b)(6) notice of deposition of 10:14:07
23 Beazley.) 10:14:10

24 A Yes, it is. 10:14:16

25 Q Okay. And while we're looking at that, 10:14:17

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1	I'll ask the tech to put up Exhibit 2, as well,	10:14:19
2	which is an individual notice.	10:14:22
3	(Marked for identification Exhibit 2,	10:14:24
4	individual Notice.)	10:14:23
5	Q But with regard to Exhibit 1, you've seen	10:14:25
6	this Notice before, I take it?	10:14:27
7	A Yes.	10:14:29
8	Q You understand that there are 25 subject	10:14:30
9	matters for which International Paper has asked	10:14:36
10	Beazley to provide a corporate witness to testify	10:14:40
11	about the corporate information regarding those 25	10:14:43
12	topics?	10:14:50
13	A Yes.	10:14:53
14	Q Do you understand that you have been	10:14:54
15	designated as the witness to address each of those	10:14:56
16	25 topics?	10:14:59
17	A Yes.	10:15:02
18	Q Are you prepared to testify with respect	10:15:03
19	to each of those 25 topics?	10:15:05
20	A Yes.	10:15:09
21	Q Okay. And take a look at Exhibit 2, which	10:15:10
22	is notice of individual deposition of your name,	10:15:17
23	Pia Ellis, where we asked that you be provided to	10:15:25
24	testify also as an individual in this case.	10:15:28
25	Have you seen that notice of deposition?	10:15:31

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1	A	Sorry, I'm just opening up the other	10:15:38
2		exhibit.	10:15:43
3	Q	Sure. Take your time.	10:15:43
4	A	Yes, I have.	10:15:59
5	Q	You understand that I may ask you	10:16:00
6		questions that are within your knowledge, but they	10:16:03
7		may be outside the scope of the 25 topics, in	10:16:07
8		which case you'll be testifying in your individual	10:16:10
9		capacity and not as a binding corporate	10:16:13
10		representative of Beazley?	10:16:16
11	A	Yes.	10:16:22
12	Q	Okay. Now, what did you do to prepare for	10:16:23
13		today's deposition?	10:16:28
14	A	I reviewed the file notes and also the	10:16:32
15		topics listed within the deposition notice.	10:16:37
16	Q	Okay. What other documents other than the	10:16:43
17		file notes and the deposition notice did you look	10:16:45
18		at?	10:16:49
19	A	Also the original complaint and answer.	10:16:49
20	Q	Okay. Did you review any interrogatory	10:16:54
21		answers that Beazley propounded in response to	10:16:59
22		interrogatories by International Paper?	10:17:03
23	A	Yes.	10:17:06
24	Q	And you have verified some interrogatory	10:17:07
25		answers; do you recall that?	10:17:12

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1	A Yes.	10:17:15
2	Q Did you review any transcripts of any	10:17:16
3	deposition testimony that's been taken in this	10:17:21
4	case?	10:17:23
5	A No.	10:17:26
6	Q Did you review the transcript of the	10:17:27
7	examination under oath of Doug Dowdell that	10:17:30
8	International Paper provided to Beazley prior to	10:17:36
9	the litigation?	10:17:38
10	A No.	10:17:42
11	Q Are you aware otherwise of the contents of	10:17:43
12	the examination under oath that Mr. Dowdell gave	10:17:49
13	in this case?	10:17:55
14	A Yes.	10:17:59
15	Q How did you become aware of the substance	10:18:00
16	of his testimony in that examination under oath?	10:18:03
17	A I observed portions of it.	10:18:08
18	Q It was a two-day deposition. Did you	10:18:14
19	observe both days or just one day of that	10:18:18
20	examination under oath? They were separated by	10:18:22
21	several months, as I recall.	10:18:28
22	A I believe I only observed part of the	10:18:29
23	first day.	10:18:34
24	Q Do you know about what was discussed in	10:18:34
25	the second day of his examination under oath under	10:18:39

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1	the questioning of Mr. Keeley?	10:18:42
2	A I don't recall the specifics of the second	10:18:48
3	day.	10:18:51
4	Q You mentioned that you had not reviewed	10:18:51
5	the transcripts of any depositions in this case.	10:18:56
6	Have you come to learn of the substance of the	10:18:58
7	testimony of the number of witnesses who have	10:19:01
8	testified in this case by some other means other	10:19:03
9	than reading the transcript?	10:19:06
10	A Could you repeat question?	10:19:14
11	Q Sure. I think you said earlier that you	10:19:16
12	had not read the transcripts of the depositions of	10:19:18
13	a number of witnesses who have testified in this	10:19:21
14	case. My question is, did you come to learn of	10:19:24
15	substance of the testimony of those witnesses	10:19:27
16	through some other means, other than reading the	10:19:30
17	transcript?	10:19:32
18	A Yes.	10:19:37
19	Q And what other means did you come to learn	10:19:47
20	about the substance of other depositions in the	10:19:50
21	case?	10:19:53
22	MR. MURPHY: The witness is instructed not	10:19:55
23	to disclose any attorney-client communications,	10:19:56
24	but other than that, she's free to answer.	10:20:00
25	Q Do you understand the question, Ms. Ellis?	10:20:25

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1	A Yes, but it would have been through	10:20:28
2	attorney-client information.	10:20:31
3	Q Okay. So without revealing any of the	10:20:34
4	substance of your attorney-client communications	10:20:42
5	can you confirm that you have received reports	10:20:44
6	from counsel about the substance of the testimony	10:20:46
7	of the witnesses in this case who have given	10:20:49
8	deposition testimony?	10:20:52
9	MR. MURPHY: Objection as to form.	10:20:53
10	You can answer.	10:20:55
11	A Yes.	10:20:58
12	Q Okay. Any other documents that you've	10:20:59
13	reviewed? Did you review any emails or any other	10:21:03
14	documents, other than the ones that you've listed	10:21:06
15	in the complaint, the answer, interrogatory	10:21:09
16	answers, the notice of deposition?	10:21:12
17	A Those were the items that I reviewed.	10:21:14
18	Q And how long did you spend preparing for	10:21:17
19	this deposition, approximately, in hours?	10:21:24
20	A Approximately, six to seven hours.	10:21:26
21	Q Okay. Did you speak to anybody other than	10:21:36
22	your counsel in preparation for your deposition?	10:21:40
23	A No.	10:21:46
24	Q How long have you been the claims	10:21:47
25	professional for Beazley responsible for this	10:21:56

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1	matter?	10:21:58
2	A Since -- at varying times since July of	10:22:00
3	2020.	10:22:12
4	Q Okay. And who was responsible as the	10:22:13
5	claims professional for this matter prior to your	10:22:19
6	taking over in July of 2020?	10:22:21
7	A Antonio Trotta.	10:22:25
8	Q Antonio. Go ahead.	10:22:29
9	A Trotta.	10:22:32
10	Q Okay. And when was Antonio Trotta	10:22:36
11	responsible for the claim, to your knowledge?	10:22:40
12	A Well, it was prior to my coming on board	10:22:49
13	with Beazley.	10:22:52
14	Q So you came on board with Beazley in July	10:22:55
15	of 2020, correct?	10:22:59
16	A Correct.	10:23:10
17	Q And was this claim immediately given to	10:23:01
18	you as one of your new claims to handle when you	10:23:04
19	came on with Beazley in July of 2020?	10:23:07
20	A It was part of a bulk file transfer.	10:23:10
21	Q In the course of that bulk file transfer,	10:23:13
22	did you have discussions with Antonio Trotta who	10:23:18
23	preceded you with regard to any details about this	10:23:23
24	claim?	10:23:26
25	A Well, I reviewed the file notes at that	10:23:28

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1	time.	10:23:31
2	Q Right. But did you talk the claims	10:23:31
3	handler, Antonio Trotta, who had responsibility	10:23:35
4	prior to your taking over in July of 2020.	10:23:38
5	A I don't recall specifically.	10:23:41
6	Q If the files notes reflect involvement of	10:23:47
7	an Angela Lee, do you know Angela Lee?	10:23:51
8	A Well, she -- I don't know her -- I don't	10:23:54
9	know her, but she was the initial handler at the	10:23:57
10	time of the loss notice.	10:24:01
11	Q Okay. And so, the loss notice, let's say,	10:24:03
12	was in December of 2019. How long did Angela Lee	10:24:09
13	have responsibility for the loss notice from	10:24:12
14	International Paper?	10:24:15
15	A I -- I don't know specifically how long	10:24:19
16	she handled the file.	10:24:23
17	Q And then was it transferred from her to	10:24:24
18	Antonio Trotta?	10:24:30
19	A Yes.	10:24:32
20	Q Okay. And that was before you joined the	10:24:32
21	company in July of 2020. Now, you mentioned that	10:24:34
22	you've had responsibility at various times since	10:24:38
23	July of 2020, what did you mean by "at various	10:24:43
24	times"? Did that responsibility not be constant	10:24:47
25	from July of 2020 until today?	10:24:51

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1	A	When the proof of loss was submitted, the	10:24:58
2		file was reassigned to Antonio Trotta. And then	10:25:00
3		when he left Beazley, I took over the direct	10:25:09
4		handling again of the file.	10:25:12
5	Q	So the proof of loss, let's say it was	10:25:16
6		submitted in December of 2020, you said the file	10:25:18
7		was then handed back to Antonio Trotta?	10:25:23
8	A	Correct.	10:25:29
9	Q	And for how long did he have before it	10:25:30
10		came back to you?	10:25:32
11	A	He left Beazley in roughly June or July of	10:25:33
12		the following year. So at that point, the file	10:25:41
13		was reassigned to me, back to me.	10:25:44
14	Q	Okay. And have you had frontline claims	10:25:48
15		handling responsibility on the file from June or	10:25:53
16		July of 2021 until today?	10:25:57
17	A	I've been the claims manager on the file	10:26:00
18		since then.	10:26:03
19	Q	Okay. And when you say you've been the	10:26:03
20		claims manager, who did you report to with regard	10:26:09
21		to this claim?	10:26:12
22	A	My manager is William Clark.	10:26:14
23	Q	William Clark, is that what you said?	10:26:24
24	A	Yes, yes.	10:26:26
25	Q	And what is his title?	10:26:27

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1	A	He's the executive risk claims team	10:26:30
2		leader.	10:26:36
3	Q	And where is he located?	10:26:39
4	A	New York.	10:26:42
5	Q	Same office as you in Rockefeller Center?	10:26:43
6	A	Yes.	10:26:51
7	Q	You understand that this is a claim for	10:26:51
8		the \$15 million limits of the Beazley policy that	10:26:57
9		International Paper has submitted to Beazley under	10:27:02
10		its commercial crime coverage for an	10:27:05
11		employee-theft claim, do you not?	10:27:08
12	A	Yes, I understand the -- the alleged	10:27:13
13		claim.	10:27:17
14	Q	Okay. Do you have any authority to accept	10:27:17
15		or deny that claim?	10:27:22
16	MR. MURPHY:	Are we talking to her in her	10:27:29
17		individual capacity now?	10:27:31
18	MR. SYLVESTER:	Sure.	10:27:33
19	Q	Do you, as claims manager for this claim,	10:27:36
20		have the authority to accept or deny this claim?	10:27:38
21	A	No.	10:27:42
22	Q	Who does?	10:27:43
23	A	The decisions are made within the	10:27:49
24		reporting structure of the claims department.	10:27:51
25	Q	And for a claim of this size who would	10:27:58

1	have authority to accept or deny the claim that	10:28:01
2	International Paper has submitted that's at issue	10:28:05
3	in this litigation?	10:28:07
4	A Beth Diamond.	10:28:11
5	Q Did you say Beth Diamond?	10:28:14
6	A Yes.	10:28:16
7	Q What is Beth Diamond's position?	10:28:17
8	A Head of claims for Beazley Insurance	10:28:22
9	Company.	10:28:29
10	Q Where is Beth Diamond located?	10:28:29
11	A In the same office in New York.	10:28:33
12	Q Does William Clark report to Beth Diamond?	10:28:37
13	A No.	10:28:43
14	Q Who does William Clark report to?	10:28:44
15	A Steve Chang.	10:28:48
16	Q What is Steve Chang's position?	10:28:52
17	A The head of third party claims.	10:28:56
18	Q And who does Steve Chang report to?	10:28:59
19	A Beth Diamond.	10:29:03
20	Q Has Beazley made a determination as to	10:29:05
21	whether to accept or deny the claim that gives	10:29:19
22	rise to this litigation, that is International	10:29:21
23	Paper's employee-theft claim?	10:29:24
24	A At this time, Beazley does not have enough	10:29:26
25	information to confirm a loss under the policy.	10:29:31

Transcript of Pia Ellis
Conducted on December 18, 2023

21

1	Q So, at this point in the litigation, are	10:29:41
2	you saying that Beazley is not denying the claim?	10:29:45
3	A I'm saying that we don't have enough	10:29:50
4	documentation or information from the insured to	10:29:53
5	make a determination with respect to coverage.	10:29:57
6	Q This is a claim that International Paper	10:30:02
7	gave notice to about four years ago; is that	10:30:06
8	correct?	10:30:15
9	A Approximately, yes.	10:30:15
10	Q This is a claim for which IP provided a	10:30:19
11	proof of loss about three years ago, right,	10:30:27
12	December of 2020?	10:30:31
13	A Of 2020.	10:30:31
14	Q Okay. This is a claim for which	10:30:34
15	International Paper has provided hundreds of	10:30:39
16	thousands of pages of documents to Beazley, both	10:30:42
17	prior to litigation and during the course of	10:30:47
18	litigation; isn't that right?	10:30:48
19	A The insured has provided a large volume of	10:30:54
20	documents.	10:30:57
21	Q The insured, International Paper, has also	10:31:00
22	submitted a number of its witnesses for	10:31:04
23	examination under oath prior to litigation, and	10:31:08
24	also depositions in the litigation, correct?	10:31:10
25	A Yes.	10:31:16

1 Q We're nearing the close of discovery in 10:31:20
2 this case with a trial set in April of next year. 10:31:23
3 So is it Beazley's contention, as we sit here 10:31:28
4 today on December 18th, 2023, that it has not made 10:31:32
5 a decision yet, notwithstanding the four years of 10:31:35
6 information exchange that has preceded it, that it 10:31:41
7 has not made a decision whether or not to cover 10:31:45
8 the claim? 10:31:48

9 MR. MURPHY: Objection as to form. 10:31:49

10 You can answer. 10:31:51

11 A At this -- at this time, Beazley does not 10:31:54
12 have sufficient documentation to demonstrate 10:31:57
13 employee dishonesty under the policy. 10:32:02

14 Q What more information does Beazley need to 10:32:04
15 make that decision? 10:32:09

16 A Well, again, based on what we've received 10:32:14
17 to date we have not been able to make that 10:32:18
18 determination of an employee dishonesty under the 10:32:21
19 policy. 10:32:24

20 Q Why not? 10:32:25

21 A Well, as I said, we don't have the 10:32:33
22 information to demonstrate an employee dishonesty 10:32:43
23 under the policy. 10:32:47

24 Q I understand that, but what additional 10:32:51
25 information would you need to make that 10:32:53

1	determination?	10:32:56
2	MR. MURPHY: Objection --	10:32:59
3	Q What information do you not have that you	10:33:00
4	would need in order to make that determination?	10:33:02
5	MR. MURPHY: Objection as to form.	10:33:05
6	You can answer.	10:33:06
7	A Well, there are still items that are still	10:33:08
8	open in the discovery process right now.	10:33:11
9	Q Like what?	10:33:17
10	A Well, we haven't received full responses	10:33:19
11	to them.	10:33:45
12	Q What are they specifically that you're	10:33:46
13	waiting for in the form of responses to make a	10:33:49
14	decision as to whether or not to cover the claim?	10:33:52
15	A Documentation that demonstrates an	10:33:57
16	employee dishonesty.	10:34:05
17	Q What kind of documentation would satisfy	10:34:06
18	you that would document employee dishonesty over	10:34:09
19	and before the hundreds of thousands of pages that	10:34:12
20	IP has already produced to Beazley in response to	10:34:17
21	Beazley's request?	10:34:18
22	A Well, it's not the quantity of -- of	10:34:18
23	documents. It's what do they actually demonstrate	10:34:20
24	with respect to an employee dishonesty.	10:34:23
25	Q Do you believe there has been employee	10:34:26

1 dishonesty by Sitaraman Jagannath, who is referred
2 to as Jag in this litigation?

10:34:29

10:34:35

3 Do you believe that he has engaged in
4 employee dishonesty?

10:34:37

10:34:40

5 MR. MURPHY: Objection as to form.

10:34:41

6 You can answer.

10:34:42

7 A At this time, Beazley does not have enough
8 information to demonstrate employee dishonesty
9 with respect to the policy.

10:34:46

10:34:49

10:34:54

10 Q Do you understand the nature of the claim
11 that IP has made in this case, that is that its
12 purchasing agent for Specialty Chemicals in the
13 Global Sourcing department, a man who's referred
14 to as Jag, was awarding contracts to two companies
15 that were controlled by his half-brother, Shiv
16 Kumar, and that monies in the millions of dollars
17 were sent through those contracts to DGS and
18 Mid-South and that some of that money coming back
19 was funneled to accounts controlled by Jag?

10:34:56

10:34:59

10:35:03

10:35:07

10:35:11

10:35:18

10:35:21

10:35:26

10:35:30

10:35:32

20 Do you understand that's the nature of the
21 claim that International Paper has made to Beazley
22 for coverage?

10:35:36

10:35:38

10:35:43

23 MR. MURPHY: Objection as to form.

10:35:47

24 You can answer.

10:35:48

25 A We understand that that's what's been

10:35:50

1	alleged.	10:35:55
2	Q What part of that allegation does Beazley	10:35:56
3	not believe has been established?	10:36:00
4	A That there has been an employee dishonesty	10:36:06
5	under the policy.	10:36:10
6	Q What reason do you have to doubt the fact	10:36:12
7	that when Jag awarded contracts to his brother's	10:36:15
8	companies, without getting any waiver of conflict	10:36:21
9	of interest, and that monies being paid to DGS and	10:36:26
10	Mid-South were funneled back to Jag's control,	10:36:31
11	what part of that do you think does not establish	10:36:36
12	that Jag was engaged in employee dishonesty?	10:36:39
13	MR. MURPHY: Objection as to form.	10:36:43
14	You can answer.	10:36:44
15	A Again, at this time, Beazley does not have	10:36:46
16	enough information to determine that there was an	10:36:52
17	employee dishonesty under the policy.	10:36:54
18	Q Who made that determination that the	10:36:57
19	information is insufficient at this point?	10:36:59
20	A Within our claims reporting structure.	10:37:06
21	Q Is that somebody other than you?	10:37:13
22	A Yes.	10:37:18
23	Q And who is that?	10:37:19
24	A Within the reporting structure that I	10:37:21
25	referenced earlier.	10:37:30

1	Q Have you personally made any decision as	10:37:32
2	to whether you believe there is employee	10:37:34
3	dishonesty established under the policy?	10:37:36
4	MR. MURPHY: Just so we're clear, the	10:37:39
5	question is referring to you individually,	10:37:41
6	Ms. Ellis, just so you understand.	10:37:43
7	A No.	10:37:48
8	Q You've not made a decision as to whether	10:37:50
9	this is a covered claim; is that correct?	10:37:52
10	A No, I have not.	10:37:57
11	Q What recommendation have you made to your	10:37:59
12	superiors regarding the handling of this claim as	10:38:03
13	to how to resolve it?	10:38:06
14	A To continue our investigation.	10:38:12
15	Q What specific pieces of information do you	10:38:17
16	still need to get in your investigation that will	10:38:20
17	help you decide whether to agree that this is a	10:38:23
18	covered employee dishonesty claim?	10:38:27
19	A Well, there are still some items pending	10:38:38
20	from discovery at this time.	10:38:41
21	Q Discovery closes on January 12th of 2024.	10:38:47
22	Do you understand that?	10:38:50
23	A Yes.	10:38:52
24	Q Will Beazley make a decision after the	10:38:53
25	close of discovery on January 12th as to whether	10:38:58

1	this is a covered claim?	10:39:01
2	A Beazley hopes to be able to do that in the	10:39:06
3	near term.	10:39:09
4	Q Well, when you say "in the near term,"	10:39:12
5	discovery closes on January 12th, in less than a	10:39:16
6	month. The case has been going on -- or the claim	10:39:19
7	has been going on for four years.	10:39:23
8	Will Beazley make a decision shortly after	10:39:25
9	January 12th as to whether to accept the claim or	10:39:29
10	deny the claim?	10:39:31
11	A Again, we're hoping to be able to make a	10:39:37
12	decision in the near term. I don't have an exact	10:39:41
13	date.	10:39:44
14	Q Well, there's a trial that's starting in	10:39:46
15	April. Do you expect to be able to make a	10:39:48
16	decision before the April trial of this case?	10:39:51
17	A Again, we would expect to make a decision	10:39:57
18	in the near term.	10:40:00
19	Q Is that within weeks? Within months? IP	10:40:03
20	has been waiting for four years. They would like	10:40:08
21	to know when they are going to get a definitive	10:40:10
22	decision.	10:40:13
23	Can you give any more specifics other than	10:40:14
24	saying it will be in the near term?	10:40:17
25	A No.	10:40:20

1	Q Who has authority to settle this claim on	10:40:21
2	behalf of Beazley with International Paper?	10:40:28
3	A Beth Diamond.	10:40:34
4	Q Who is directing outside counsel with	10:40:49
5	regard to the litigation of this claim, who at	10:40:52
6	Beazley, that is, in-house?	10:40:56
7	A I am.	10:41:01
8	Q How many employee theft claims have you	10:41:05
9	handled over the course of your career, that is,	10:41:08
10	employee theft coverage or employee dishonesty	10:41:11
11	coverage claims to any of insurance companies that	10:41:15
12	you've worked for?	10:41:20
13	A I don't have the exact number.	10:41:21
14	Q Give me a rough estimate.	10:41:28
15	A Several hundred.	10:41:31
16	Q Have you seen other claims, employee theft	10:41:40
17	claims, like the one alleged by International	10:41:46
18	Paper, where a purchasing employee of the company	10:41:48
19	has awarded contracts to a third party and the	10:41:51
20	third party has funneled money from those	10:41:55
21	contracts back to the purchasing agent?	10:41:59
22	MR. MURPHY: Objection as to form.	10:42:01
23	A Well, each claim has, you know, unique	10:42:07
24	circumstances, so I can't say that I had something	10:42:11
25	specific to these set of circumstances.	10:42:15

1	Q Are you saying you think this is a unique	10:42:20
2	claim that you've never seen before?	10:42:24
3	A I'm saying that each claim has a unique	10:42:27
4	set of facts and circumstances.	10:42:31
5	Q Okay. Let's take a look at Exhibit 3.	10:42:33
6	(Marked for identification Exhibit 3,	10:42:37
7	LinkedIn bio.)	10:42:53
8	MR. SYLVESTER: I'll ask the tech to put	10:42:38
9	that in the chat room.	10:42:40
10	Q Exhibit 3 is a copy of your I think is	10:42:44
11	take bio, which I think is taken off of LinkedIn.	10:42:50
12	Are you familiar with that?	10:42:54
13	While you're opening that --	10:42:59
14	MR. SYLVESTER: -- I'll ask the tech to	10:43:01
15	put Exhibit 4 into the chat.	10:43:02
16	Q Do you have that --	10:43:08
17	A Yeah, I have it -- I have it open.	10:43:09
18	Q Okay. Is this a copy of your LinkedIn	10:43:11
19	bio?	10:43:14
20	A Yes, it is.	10:43:40
21	Q Okay. And it shows that you have a	10:43:42
22	bachelor's in sociology that you got from Miami	10:43:48
23	University in 2002, along with a minor in	10:43:53
24	criminology; is that correct?	10:43:55
25	A Yes.	10:43:58

1 Q And also a minor in developmental
2 psychology; is that right?

3 A Yes.

4 Q So, then you've worked for various
5 insurance companies since that, Progressive
6 Insurance Company, AIG, Chubb and now Beazley; is
7 that right?

8 A Yes, it is.

9 Q And in the course of working for those
10 different insurance companies, have you come to
11 handle insurance coverage claims under commercial
12 crime policies for employer dishonesty?

13 A From employer dishonesty?

14 Q I misspoke. Employee dishonesty. Let me
15 restate the question.

16 In the course of your working for those
17 various insurance companies after getting your
18 degrees at Miami University, have you come to work
19 on claims for employee theft and employee
20 dishonesty in the various insurance companies for
21 which you have been employed?

22 A Yes.

23 Q And would that be for all of the insurance
24 companies, that is Progressive, AIG, Chubb and
25 Beazley, that you address employee dishonesty,

1	employee theft claims in each of those roles that	10:45:21
2	you had in the claims department of those	10:45:24
3	companies?	10:45:27
4	A All of them, excluding Progressive	10:45:28
5	Insurance.	10:45:32
6	Q Okay. So, Progressive, you worked, it	10:45:33
7	liked like, from the time of your graduation until	10:45:39
8	about 2007, you worked for Progressive, correct?	10:45:44
9	A I also worked for the City of New York, as	10:45:51
10	well.	10:46:01
11	Q Oh, okay. I didn't see that on your	10:46:01
12	resume. What was your position with the City of	10:46:03
13	New York?	10:46:06
14	A I was a child protective specialist.	10:46:07
15	Q Okay. And then starting in 2007, you took	10:46:13
16	a job at AIG as a fidelity bond analyst and worked	10:46:21
17	there for eight years or so, until 2015, followed	10:46:27
18	by working at Chubb for several years from 2015 to	10:46:32
19	2019 -- I'm sorry, to 2020. And then starting in	10:46:36
20	July of 2020, you worked for Beazley, correct?	10:46:41
21	A Yes, that's correct.	10:46:45
22	Q While working in the claims department	10:46:47
23	with AIG, Chubb and Beazley, you've had occasion	10:46:49
24	to handle claims involving employee theft and	10:46:53
25	employee dishonesty; is that right?	10:46:57

1	A Yes.	10:46:58
2	Q So, I think you said hundreds of claims	10:46:59
3	you've handled of that nature, correct?	10:47:03
4	A Approximately.	10:47:07
5	Q And based on your education in psychology	10:47:08
6	and criminology and sociology, and based on your	10:47:12
7	experience in working on employee theft and	10:47:16
8	employee dishonesty cases from 2007 to the	10:47:20
9	present, have you come to understand some common	10:47:24
10	characteristics of an employee thief?	10:47:29
11	A Well, again, each circumstance has --	10:47:34
12	is -- is unique and has its own facts and details,	10:47:39
13	as well.	10:47:43
14	Q Right, but are there some commonalities of	10:47:46
15	the behavior and conduct that employees who carry	10:47:50
16	on a theft scheme with their company?	10:47:53
17	A They can vary.	10:48:07
18	Q Well, let's talk about a few. Is	10:48:10
19	deception something common to employee thieves?	10:48:13
20	A Potentially.	10:48:33
21	Q Is lying a common characteristic of	10:48:35
22	employee thieves?	10:48:40
23	MR. MURPHY: Well, I know there is a	10:48:44
24	question pending. These questions are to the	10:48:47
25	witness individually, correct, Mr. Sylvester?	10:48:49

1	MR. SYLVESTER: Yes.	10:48:52
2	MR. MURPHY: Okay.	10:48:53
3	A Potentially.	10:48:54
4	Q Is misrepresentations to other persons	10:48:58
5	within the company a common characteristic of an	10:49:02
6	employee thief?	10:49:05
7	A Potentially.	10:49:10
8	Q Is concealment or covering up what he or	10:49:16
9	she is doing a common characteristic of an	10:49:21
10	employee engaged in employee theft?	10:49:23
11	A Concealment of what?	10:49:32
12	Q Of what the employee is doing to steal	10:49:34
13	from the company.	10:49:37
14	A From my own experience?	10:49:51
15	Q Well, in your experience in studying	10:49:54
16	criminology and handling hundreds of employee	10:49:57
17	theft and employee dishonesty cases, is one of the	10:50:00
18	telltale signs of an employee thief that that	10:50:05
19	employee thief is engaged in some concealment or	10:50:08
20	covering up of what he or she is doing to steal	10:50:12
21	from the company?	10:50:16
22	MR. MURPHY: Objection as to form.	10:50:16
23	You can answer.	10:50:19
24	A Potentially.	10:50:21
25	Q So, those are telltale signs that an	10:50:23

1 employee may be stealing from the company, he's 10:50:26
2 engaged in deception, lying, misrepresentation to 10:50:30
3 his fellow employees, concealment of what he's 10:50:33
4 doing, right? 10:50:37

5 MR. MURPHY: Objection as to form. 10:50:37

6 A Potentially. 10:50:42

7 Q And in your experience, employee thieves 10:50:44
8 can be intelligent, right, at figuring out how to 10:50:51
9 steal from the company without anybody knowing 10:50:59
10 about it? 10:51:01

11 MR. MURPHY: Well, my apologies, could you 10:51:01
12 repeat the question that you -- you went out for 10:51:04
13 one word. I couldn't hear, Mr. Sylvester. 10:51:07

14 MR. SYLVESTER: Sure. I'll repeat it. 10:51:09

15 Q Ms. Ellis, would you agree that employee 10:51:11
16 thieves often are very intelligent in figuring out 10:51:15
17 ways to steal from the company without anybody 10:51:19
18 learning about it? 10:51:22

19 A I couldn't say specifically yes or no. 10:51:26

20 Q Well, would you agree that oftentimes 10:51:34
21 employee thieves abuse the trust that other 10:51:37
22 coworkers have in them and are able to steal from 10:51:43
23 the company because others aren't watching 10:51:46
24 everything that they are doing carefully -- 10:51:50

25 MR. MURPHY: Excuse me. 10:51:53

1	Q -- trust that person to act with honesty	10:51:55
2	and integrity?	10:51:58
3	MR. MURPHY: Objection as to form.	10:51:59
4	A Can you repeat that question, please?	10:52:02
5	Q Is a common situation with employee theft	10:52:05
6	one where the employee engaged in the theft is	10:52:08
7	actually a trusted employee that others in the	10:52:13
8	company trust not to do anything wrong and the	10:52:17
9	employee takes advantage of that trust to engage	10:52:21
10	in a theft scheme that nobody is checking on?	10:52:26
11	MR. MURPHY: Objection as to form.	10:52:32
12	A No.	10:52:35
13	Q You don't think that's common in employee	10:52:37
14	theft circumstances?	10:52:43
15	MR. MURPHY: Same objection.	10:52:43
16	A No.	10:52:51
17	Q The fact that an employee thief is an	10:52:53
18	upstanding member of the community doesn't mean	10:53:02
19	that he or she isn't stealing from the company,	10:53:04
20	right?	10:53:07
21	A Is that just a general? I -- can you	10:53:12
22	clarify what you're --	10:53:15
23	Q Right. An employee thief can still be, on	10:53:17
24	the surface, an upstanding member of the	10:53:20
25	community, that doesn't preclude that person from	10:53:23

1	stealing from his company, correct?	10:53:29
2	A Correct.	10:53:27
3	Q Are there any other common characteristics	10:53:31
4	of employee thieves that you've encountered in	10:53:33
5	handling hundred of cases of employee theft in	10:53:41
6	your job experience?	10:53:44
7	MR. MURPHY: Objection as to form.	10:53:46
8	A Can you repeat the question, please?	10:53:56
9	Q Sure. Are there any other	10:53:58
10	characteristics, other than the ones we've talked	10:54:00
11	about, that you believe are common characteristics	10:54:02
12	of the conduct of an employee thief that you've	10:54:08
13	seen over the years in handling employee theft	10:54:12
14	cases?	10:54:17
15	MR. MURPHY: Objection as to form.	10:54:17
16	A No.	10:54:20
17	Q When you worked at AIG as a fidelity bond	10:54:30
18	analyst, it said, at least in your LinkedIn bio,	10:54:36
19	that you worked with risk managers to quantify	10:54:39
20	claim losses due to various types of internal	10:54:42
21	employee thefts, robberies, burglaries and various	10:54:49
22	types of fraud; is that right?	10:54:52
23	Am I reading that correctly from your bio?	10:54:56
24	A Yes, it's in my bio.	10:55:05
25	Q And is that true?	10:55:08

1	A Yes.	10:55:13
2	Q Have you done any work in this case to	10:55:13
3	quantify claim losses that are alleged to have	10:55:16
4	been suffered by International Paper?	10:55:21
5	A I would defer to the expert reports on	10:55:31
6	that.	10:55:35
7	Q And when you say "the expert reports," are	10:55:37
8	you talking about Ms. Rosemary Coates and Brad	10:55:39
9	Wilson whose expert reports Beazley has recently	10:55:45
10	submitted in the litigation?	10:55:51
11	A Yes.	10:55:54
12	Q Were you involved in the preparation of	10:55:55
13	those reports?	10:55:58
14	MR. MURPHY: Objection as to form.	10:56:04
15	You can answer.	10:56:06
16	A No.	10:56:08
17	Q Okay. We'll come back to that.	10:56:09
18	In your LinkedIn bio, you said working for	10:56:17
19	Chubb, which I guess you started as a fidelity	10:56:23
20	claims examiner Roman IV and then became claim	10:56:27
21	director. Was that a promotion that you got at	10:56:30
22	Chubb?	10:56:33
23	A Yes.	10:56:34
24	Q So you went to work in 2015 with Chubb.	10:56:35
25	Why did you leave AIG to go to work for Chubb?	10:56:40

1	A	An advancement opportunity.	10:56:45
2	Q	Okay. And while you were at Chubb, were	10:56:51
3		you only dealing with fidelity coverage claims?	10:56:53
4	A	Yes.	10:57:06
5	Q	And that included employee theft claims,	10:57:06
6		employee dishonesty claims?	10:57:10
7	A	Yes.	10:57:11
8	Q	Since there is no narrative under your	10:57:12
9		Chubb work as there was under AIG and Progressive,	10:57:22
10		describe what your role and responsibilities were,	10:57:27
11		both as a fidelity claim examiner and as a claims	10:57:31
12		director.	10:57:36
13	A	I was handling claims on Chubb's	10:57:41
14		commercial form and financial fidelity forms. And	10:57:49
15		the claims could entail from employee dishonesty	10:57:54
16		premises, including robbery -- robbery/burglary,	10:58:00
17		computer fraud, fraudulent instruction or social	10:58:05
18		engineering types of losses.	10:58:09
19	Q	In your position as a claims examiner and	10:58:15
20		a claims director, you have authority to make	10:58:19
21		decisions to accept coverage claims arising from	10:58:21
22		employee theft and employee dishonesty by the	10:58:27
23		policyholders?	10:58:30
24	A	Yes.	10:58:34
25	Q	And did you make decisions to accept or	10:58:35

1	deny coverage on policyholder claims?	10:58:40
2	A For the acceptance of coverage.	10:58:49
3	Q Yes.	10:58:51
4	A Yes.	10:58:52
5	Q While you were handling employee theft and	10:58:53
6	employee dishonesty claims while at Chubb, there	10:59:00
7	were claims where you were able to agree that the	10:59:04
8	claim was covered, correct?	10:59:07
9	A Yes.	10:59:08
10	Q And were there also claims were you denied	10:59:09
11	coverage, saying the claim was definitively not	10:59:14
12	covered under the Chubb policy at issue?	10:59:18
13	A I didn't have denial authority.	10:59:21
14	Q Now that you're at Beazley, do you have	10:59:26
15	denial authority?	10:59:31
16	A No.	10:59:36
17	Q And with respect to International Paper's	10:59:38
18	claim for coverage, who has denial authority?	10:59:43
19	A William Clark.	10:59:52
20	Q Has William Clark made any recommendations	11:00:00
21	with regard to International Paper's claim for	11:00:04
22	coverage to his superiors?	11:00:07
23	A At this time, we don't, meaning Beazley,	11:00:14
24	does not have enough information to make a final	11:00:17
25	coverage determination for this matter.	11:00:20

Transcript of Pia Ellis
Conducted on December 18, 2023

40

1 Q Well, you've been working at Beazley since 11:00:24
2 July of 2022. About how employee theft, employee 11:00:30
3 dishonesty claims are you handling or have you 11:00:36
4 handled in that three-and-a-half-year period? 11:00:38

5 A I don't have the exact number. 11:00:41

6 Q Give me a rough estimate, please. 11:00:44

7 A Again, I -- I don't -- I can't really 11:00:47
8 speculate. I don't have the exact number. 11:00:51

9 Q I'm not asking for the exact number. I 11:00:54
10 just want you to give me a rough estimate. Is it 11:00:56
11 in the dozens? Is it in the hundreds? 11:01:00

12 A I've handled claims, but I don't have an 11:01:05
13 approximation, though. 11:01:10

14 Q Is it more than ten? 11:01:11

15 A Yes. 11:01:18

16 Q Is it more than 100 employee theft, 11:01:19
17 employee dishonesty claims that you've had 11:01:23
18 responsibility for while at Beazley over the last 11:01:26
19 three and a half years? 11:01:28

20 A Again, I don't really have an exact 11:01:31
21 number. 11:01:33

22 Q Have you accepted other claims, that is, 11:01:34
23 you've agreed that other policyholders who have 11:01:38
24 made employee theft and employee dishonesty claims 11:01:40
25 to Beazley, that their claim was, in fact, covered 11:01:44

1	under the crime policy that Beazley issued to	11:01:47
2	them?	11:01:50
3	A I have made coverage determinations for	11:01:58
4	matters under the policy.	11:02:02
5	Q And have you made affirmative coverage	11:02:06
6	determinations for other Beazley policyholders	11:02:10
7	that their employee theft or employee dishonesty	11:02:12
8	claim was, in fact, covered under the policy?	11:02:16
9	A Yes.	11:02:21
10	MR. MURPHY: Excuse me, Mr. Sylvester, not	11:02:23
11	right away, but within the next five minutes,	11:02:25
12	unfortunately, too much coffee, I'm going to need	11:02:29
13	a five-minute break, if you don't mind.	11:02:32
14	MR. SYLVESTER: Sure. Let me just finish	11:02:35
15	up this line quick and then we'll go on.	11:02:36
16	Q You said that you have made positive	11:02:38
17	coverage determinations. Have you also made	11:02:40
18	recommendations to your superior to deny coverage	11:02:43
19	for any employee theft or employee dishonesty	11:02:46
20	claims while at Beazley?	11:02:50
21	A I don't recall offhand.	11:02:57
22	Q You don't recall.	11:03:06
23	And as you've said a number of times with	11:03:08
24	respect to International Paper's claim for	11:03:12
25	coverage, you said Beazley does not have enough	11:03:14

1 information at this time to determine whether, in 11:03:17
2 fact, there is a covered claim for employee theft 11:03:20
3 with regard to the scheme the employee Jag, who 11:03:25
4 was the purchasing manager for Global Sourcing 11:03:31
5 Specialty Chemicals; is that right, you don't have 11:03:39
6 enough information at this time to make a 11:03:41
7 decision? 11:03:43

8 MR. MURPHY: Objection as to form asked 11:03:43
9 and answered. 11:03:45

10 You can answer. 11:03:45

11 A Yes, that's correct. 11:03:46

12 Q Okay. So I would like you to explain, as 11:03:48
13 best as you can, because this deposition may be 11:03:51
14 shown to a court or a jury, as best as you can, 11:03:56
15 what additional facts one way or another that you 11:03:59
16 might learn in the rest of the discovery period in 11:04:02
17 this case will persuade you and Beazley one way or 11:04:06
18 another as to whether International Paper's 11:04:11
19 employee theft claim is covered or not covered 11:04:15
20 under the Beazley policy? 11:04:17

21 MR. MURPHY: Objection as to form. 11:04:18

22 A Are you look -- can you clarify the 11:04:22
23 question for me, please? 11:04:32

24 Q Sure. There has been a lot of information 11:04:33
25 provided, a lot of testimony provided in this 11:04:36

1	case, a lot of facts and figures provided by	11:04:38
2	International Paper to Beazley of the past claim	11:04:43
3	(coughing) .	11:04:47
4	I'm asking you to explain as best you can,	11:04:47
5	to the court or to the jury or who would listen,	11:04:50
6	what additional information do you expect or need	11:04:53
7	to get in the next remaining weeks of discovery in	11:04:57
8	this case that will allow Beazley to determine,	11:05:03
9	yes or no, is this a covered claim under the	11:05:06
10	Beazley policy?	11:05:10
11	MR. MURPHY: Same objection.	11:05:11
12	A I would defer to the expert reports on	11:05:19
13	that.	11:05:22
14	Q Well, the expert report only goes to	11:05:23
15	damages. It doesn't go to whether it's a covered	11:05:26
16	claim or not. So I'm asking, putting aside the	11:05:28
17	amount of damages or loss, what facts one way or	11:05:32
18	another are you expecting or that you need to get	11:05:36
19	in the remaining few weeks of discovery in this	11:05:40
20	case that will allow Beazley to make a	11:05:42
21	determination, yes or no, is this a covered claim	11:05:45
22	that International Paper has submitted to Beazley?	11:05:49
23	MR. MURPHY: Same objection.	11:05:52
24	A Again, we're hoping to have a decision in	11:06:11
25	the near term, but there are some items that are	11:06:16

1 still pending from discovery. 11:06:18

2 Q Right. But could you tell me what 11:06:23
3 specific items it is that you're waiting for to 11:06:25
4 make a decision as to whether this is a covered 11:06:29
5 claim? 11:06:32

6 A We would need to have documentation that 11:06:34
7 demonstrates that there was employee dishonesty. 11:06:36

8 Q Right. And what kind of documentation 11:06:39
9 would satisfy you that there is employee 11:06:41
10 dishonesty? 11:06:43

11 MR. MURPHY: Objection as to form, asked 11:06:44
12 and answered. 11:06:50

13 A Well, as -- as stated previously, we would 11:06:50
14 need to have documentation that demonstrates that 11:06:54
15 there was an employee dishonesty with respect to 11:06:57
16 the policy language. 11:07:00

17 Q Can you point to any witness whose 11:07:03
18 testimony you're still waiting for to make that 11:07:06
19 determination? 11:07:09

20 A No. 11:07:18

21 Q Can you point to any specific document 11:07:30
22 whose production you're still waiting for in order 11:07:33
23 to make that determination? 11:07:36

24 MR. MURPHY: Objection as to form, asked 11:07:37
25 and answered. 11:07:45

1	A Well, as I said previously, we need to	11:07:45
2	have documentation that demonstrates that there	11:07:48
3	was an employee dishonesty with respect to our	11:07:50
4	policy language.	11:07:53
5	Q But you can't identify any particular	11:07:54
6	document that would satisfy you at this point, as	11:07:57
7	you sit here today; is that correct?	11:08:01
8	MR. MURPHY: Objection as to form, calls	11:08:02
9	for speculation.	11:08:04
10	A I mean, again, Mr. Sylvester, we would	11:08:13
11	need to have documentation that demonstrates that	11:08:15
12	there is an employee dishonesty --	11:08:18
13	Q And you're not satisfied --	11:08:20
14	A -- under the policy.	11:08:22
15	Q And you're not --	
16	A And we don't have that information.	11:08:24
17	MR. SYLVESTER: Okay. Your counsel has	11:08:28
18	asked for a break. Why don't we take a ten-minute	11:08:31
19	break. It's 11:08 a.m. Eastern. Go off the	11:08:34
20	record.	11:08:37
21	THE VIDEOGRAPHER: We are going off the	11:08:37
22	record. The time is 11:08 a.m.	11:08:39
23	(Off the record.)	11:08:41
24	(Marked for identification Exhibit 4,	11:20:55
25	Beazley commercial crime policy.)	11:21:19

1	THE VIDEOGRAPHER: We are back on the	11:20:58
2	record. The time is 11:21 a.m.	11:21:06
3	BY MR. SYLVESTER:	11:21:09
4	Q Ms. Ellis, I would ask you to put before	11:21:09
5	you Exhibit Number 4, which we've marked as the	11:21:13
6	Beazley commercial crime policy at issue in this	11:21:19
7	case for the policy period the 1st of July, 2019,	11:21:22
8	through the 1st of July, 2020, policy number	11:21:27
9	V27C90190101.	11:21:33
10	Do you have that policy in front of you?	11:21:34
11	A Yes, I do.	11:21:39
12	Q You have seen this policy before. It's	11:21:40
13	the subject of International coverage...	11:21:43
14	(The court reporter asked for clarification.)	11:21:48
15	Q Have you seen this policy, this Beazley	11:21:51
16	commercial crime policy before, Exhibit Number 4,	11:21:56
17	which is the subject of International Paper's	11:21:58
18	claim for coverage in this case?	11:22:01
19	A Yes.	11:22:04
20	Q Have you had a chance to review this	11:22:04
21	policy and its terms and conditions in connection	11:22:07
22	with International Paper's claim for coverage?	11:22:11
23	A Yes.	11:22:16
24	Q And are you familiar with the terms, the	11:22:16
25	meaning and understanding of the terms and	11:22:20

1	conditions of Beazley's policy?	11:22:23
2	A Yes.	11:22:28
3	Q You see on the first page that it shows a	11:22:29
4	premium amount of \$110,124 under the policy	11:22:36
5	information section of the first page of	11:22:43
6	Exhibit 4?	11:22:45
7	Do you see that?	11:22:46
8	A Yes.	11:22:48
9	Q And does Beazley acknowledge that	11:22:49
10	International Paper paid (coughing) the premium	11:22:52
11	for this policy?	11:22:56
12	(The court reporter asked for clarification.)	11:22:56
13	Q Does Beazley acknowledge that it	11:23:01
14	International Paper paid the premium for this	11:23:02
15	policy?	11:23:05
16	A Yes.	11:23:07
17	Q Is Beazley contending that International	11:23:08
18	Paper made any misrepresentations in the	11:23:14
19	procurement of this policy from Beazley?	11:23:19
20	A Could you repeat that question?	11:23:25
21	Q Is Beazley contending that International	11:23:28
22	Paper made any misrepresentations in procuring	11:23:32
23	this policy from Beazley?	11:23:36
24	A No.	11:23:37
25	Q Is Beazley contending that International	11:23:38

1	Paper made any material nondisclosures or	11:23:42
2	omissions in its procurement of this policy from	11:23:46
3	Beazley?	11:23:50
4	A No.	11:23:55
5	Q The policy provides coverage for losses	11:23:56
6	resulting from employee theft.	11:24:01
7	Do you see that within the body of the	11:24:03
8	policy, particularly on page Bates numbered ending	11:24:09
9	in 020?	11:24:16
10	A What page number is that of the PDF?	11:24:19
11	Q Yeah, of the PDF -- let me check here.	11:24:22
12	Yeah, it's page 4 of the 36-page PDF.	11:24:35
13	A Okay.	11:24:39
14	Q See that there is an insuring agreement	11:24:43
15	saying that the underwriters, referencing Beazley,	11:24:47
16	shall indemnify the insured for loss resulting	11:24:50
17	directly from employee theft?	11:24:54
18	A Yes, I see that on the page.	11:24:57
19	Q And you understand that's what	11:24:59
20	International Paper is claiming happened, that it	11:25:01
21	was victimized by an employee theft scheme by its	11:25:04
22	former employee, Sitaraman Jagannath; do you	11:25:09
23	understand that?	11:25:15
24	A I understand that is the allegation.	11:25:15
25	Q And can we refer to Sitaraman Jagannath	11:25:18

1	throughout this deposition as Jag for short?	11:25:22
2	A Yes.	11:25:26
3	Q Okay. Now, if you would, look at the	11:25:27
4	definition of employee theft, which is I think	11:25:35
5	four pages later in this document. See in the	11:25:38
6	definitions, the definition of employee theft,	11:25:50
7	it's on Bates number ending 024.	11:25:52
8	Do you have that?	11:25:58
9	A Yes.	11:25:59
10	Q And it says: Employee theft means the	11:25:59
11	unlawful taking of money, securities or property	11:26:02
12	to the deprivation of an insured by an employee,	11:26:06
13	whether identified or not, acting alone or in	11:26:12
14	collusion with others to obtain financial benefit	11:26:14
15	for the employee.	11:26:16
16	Do you see that?	11:26:17
17	A Yes.	11:26:20
18	Q And should there be a period after the	11:26:21
19	word "employee" before the start of the next words	11:26:25
20	in that definition? Is that a typo missing a	11:26:32
21	period because a new sentence is starting with	11:26:50
22	"financial benefit"?	11:26:52
23	A I'm not sure.	11:26:56
24	Q Well, do you read it to end with the word	11:27:02
25	"employee" before reading the words: Financial	11:27:07

1 benefit does not include any employee benefits
2 earned in the normal course of employment,
3 including salaries, commission fees, bonuses,
4 promotions, awards, profit sharing or pensions.

5 Is that a separate sentence that is
6 following the first sentence that ends with the
7 word "employee"?

8 A Well, it's all part of the definition of
9 employee theft under the policy.

10 Q Okay. Well, let's take it one at a time.
11 Do you agree that International Paper is an
12 insured, correct?

13 A Yes, it's the named insured on the policy.

14 Q Would you agree that at the time of the
15 alleged loss that Jag was an employee of
16 International Paper as defined in this policy?

17 A Yes.

18 Q Now, it says: Theft means the unlawful
19 taking of money, securities for property to the
20 deprivation of an insured by an employee, whether
21 identified or not, acting alone or in collusion
22 with others to obtain financial benefit for the
23 employee.

24 Do you see that language?

25 A Yes.

1 Q Do you understand that Jag has admitted
2 that some of the monies that were paid under his
3 direction from International Paper to his
4 brother's companies, DGS and Mid-South, were
5 transferred back to him into accounts that he
6 controlled?

11:28:33

11:28:36

11:28:42

11:28:44

11:28:47

11:28:51

7 Do you understand that?

11:28:51

8 A Beazley -- Beazley understands the
9 allegation.

11:28:53

11:28:57

10 Q Well, you've seen evidence of that,
11 correct?

11:28:58

11:29:01

12 A Again, we understand the allegation.

11:29:04

13 Q Well, you've seen a settlement agreement
14 signed by Jag where he admitted that, correct?

11:29:06

11:29:09

15 MR. MURPHY: Objection as to form.

11:29:12

16 You can answer.

11:29:14

17 A I have seen the settlement agreement.

11:29:16

18 Q And isn't it correct that, in that
19 settlement agreement, Jag signed the agreement and
20 he confirmed that some of the monies that were
21 paid under contract to DGS and Mid-South were
22 transferred back to accounts that he controlled;
23 isn't that right?

11:29:19

11:29:23

11:29:28

11:29:30

11:29:34

11:29:40

24 MR. MURPHY: Objection as to form.

11:29:40

25 You can answer.

11:29:41

1	A Do you have a copy of the document for	11:29:44
2	reference?	11:29:46
3	Q Sure. I'll ask our tech to pull up	11:29:47
4	Exhibit 17.	11:29:51
5	(Marked for identification Exhibit 17,	11:29:52
6	settlement agreement.)	11:31:01
7	A/V TECHNICIAN: Counsel, would you like	11:30:22
8	this marked in sequence? This would be Number 5?	11:30:23
9	MR. SYLVESTER: No, just keep it	11:30:27
10	Exhibit 17.	11:30:30
11	A/V TECHNICIAN: Got it. Thank you.	11:30:30
12	Q Can you open the exhibit?	11:30:32
13	A Yes, I can open it.	11:30:54
14	Q Have you seen this settlement agreement	11:30:56
15	previously?	11:30:58
16	A Yes.	11:31:00
17	Q And have you studied it as part of your	11:31:03
18	investigation of this case?	11:31:10
19	MR. MURPHY: Objection as to form.	11:31:13
20	You can answer.	11:31:15
21	A I've seen the document previously.	11:31:17
22	Q Okay. Can you turn to paragraph 15 of the	11:31:20
23	settlement agreement? It's at the bottom of	11:31:24
24	page 3.	11:31:37
25	A Okay.	11:31:38

1 Q Do you see where it says: The related
2 parties, and specifically Jag and Shiv, agree that
3 DGS and Mid-South received funds from IP pursuant
4 to their contracts with IP and its suppliers, and
5 further agree that some of those funds were
6 transferred to accounts controlled by Jag.

7 Do you see that?

8 A I do.

9 Q And "Shiv" is referring to Shiv Kumar, who
10 is the half-brother of Jag, correct?

11 A Yes, that's what -- what's been reported.

12 Q Do you have any reason to believe
13 otherwise?

14 A Again, that's what's been reported
15 throughout the claim.

16 Q Right. But I'm saying that there's
17 evidence in the record that Jag and Shiv are
18 half-brothers.

19 Does Beazley have any reason to believe
20 that that's not true?

21 A Based on current information, we do not.

22 Q Okay. And DGS and Mid-South, those are
23 diversity supply entities that were controlled by
24 Shiv, correct?

25 A That's what has been reported, yes.

1	Q Does Beazley have any reason to believe	11:33:15
2	otherwise, that DGS and Mid-South were not	11:33:17
3	controlled by Shiv?	11:33:21
4	A Again, that's what's been reported --	11:33:23
5	Q Do you have --	11:33:26
6	A -- in the claim information.	11:33:27
7	Q I'm sorry.	11:33:28
8	Do you have any contrary information that	11:33:28
9	DGS and Mid-South were not the controlled by Jag's	11:33:31
10	brother Shiv?	11:33:35
11	A Again, it's -- it's what's been reported	11:33:42
12	in the claim information.	11:33:44
13	Q Right. Do you believe it to be true?	11:33:45
14	MR. MURPHY: Objection as to form.	11:33:51
15	You can answer.	11:33:53
16	A Again, it's what's been reported in the	11:33:55
17	claim presentation.	11:34:00
18	Q Based on your analysis of all the	11:34:00
19	documentation in the case, all of the evidence and	11:34:02
20	testimony, do you believe that that's true, that	11:34:06
21	DGS and Mid-South were entities controlled by	11:34:09
22	Shiv, Jag's brother?	11:34:12
23	MR. MURPHY: Same objection.	11:34:14
24	You can answer.	11:34:16
25	A Again, that's what's been reported.	11:34:17

1	Q I know it's been reported. My question	11:34:20
2	is, do you believe it to be true?	11:34:22
3	MR. MURPHY: Same objection.	11:34:25
4	A And, again, Mr. Sylvester, that's what's	11:34:28
5	been alleged. It's what has been reported, but --	11:34:31
6	Q Does Beazley have any evidence to	11:34:35
7	contradict the notion that Shiv controlled both	11:34:38
8	DGS and Mid-South?	11:34:43
9	A Again, that's what's been reported.	11:34:46
10	Q It says in paragraph 15 that: Both Jag	11:34:49
11	and Shiv agree that DGS admits received funds from	11:34:56
12	IP pursuant to their contracts with IP and its	11:35:03
13	suppliers and further agree that some of those	11:35:05
14	funds were transferred to accounts controlled by	11:35:07
15	Jag.	11:35:10
16	Do you see that?	11:35:11
17	A I see item 15, yes.	11:35:13
18	Q Would that constitute financial benefit	11:35:17
19	for Jag?	11:35:20
20	A Potentially.	11:35:30
21	Q If that fact is true, would that	11:35:32
22	constitute financial benefit for the employee,	11:35:37
23	Jag, as referenced in the definition of employee	11:35:42
24	theft?	11:35:45
25	MR. MURPHY: Objection as to form, asked	11:35:46

1	and answered.	11:35:51
2	A Potentially.	11:35:51
3	Q Does Beazley have any reason to believe	11:35:53
4	that that's not true, that is, that some of the	11:35:55
5	funds that DGS and Mid-South received from IP were	11:35:59
6	not transferred to accounts controlled by Jag?	11:36:05
7	MR. MURPHY: Objection as to form.	11:36:08
8	A Can you repeat the question, please?	11:36:11
9	Q Sure. Does Beazley have any reason to	11:36:13
10	believe that that statement signed by Jag and Shiv	11:36:15
11	in paragraph 15 is not true, that is, that funds	11:36:19
12	from DGS and Mid-South were not transferred to	11:36:24
13	accounts controlled by Jag?	11:36:28
14	A And I'm sorry, can you repeat the question	11:36:36
15	again for me, please?	11:36:39
16	Q Yes. Do you see the statement made in	11:36:41
17	paragraph 15 of the settlement agreement with Jag	11:36:43
18	and Shiv?	11:36:46
19	Do you see that?	11:36:47
20	A Yes, yes.	11:36:48
21	Q Page 3, bates number ending in 0615.	11:36:49
22	Does Beazley have any evidence or reason	11:36:54
23	to believe that the statement in paragraph 15 is	11:36:58
24	not correct?	11:37:02
25	A With respect to --	11:37:11

1	Q With respect to some of the funds of DGS	11:37:17
2	and Mid-South that they received from contracts	11:37:20
3	with International Paper were transferred to	11:37:23
4	accounts controlled by Jag?	11:37:25
5	A I don't know.	11:37:33
6	Q I'm asking you as the corporate	11:37:37
7	representative of Beazley, as you sit here today,	11:37:39
8	does Beazley have any evidence to suggest that	11:37:44
9	that statement is not true?	11:37:46
10	MR. MURPHY: Objection as to form, asked	11:37:49
11	and answered.	11:37:57
12	A Again, I'm not sure.	11:37:57
13	Q Are you aware of any evidence based on	11:38:01
14	your investigation of this claim to suggest that	11:38:03
15	that statement in paragraph 15 is not true?	11:38:07
16	MR. MURPHY: I believe counsel is asking	11:38:11
17	you as an individual fact witness right now,	11:38:13
18	Ms. Ellis.	11:38:17
19	A I am not.	11:38:23
20	Q And if that statement is true,	11:38:26
21	paragraph 15, would that constitute financial	11:38:29
22	benefit for the employee, Jag, as referenced in	11:38:32
23	the definition of an employee -- in the Beazley	11:38:35
24	policy, Exhibit 4?	11:38:40
25	MR. MURPHY: Objection as to form, asked	11:38:42

1	and answered.	11:38:44
2	You can answer.	11:38:44
3	A Potentially.	11:38:47
4	Q When you say "potentially," why would it	11:38:48
5	not be? What's the possibility that it's not for	11:38:52
6	the financial benefit of Jag?	11:38:58
7	A Well, again, it potentially could.	11:39:13
8	Q Well, isn't that something you have to	11:39:18
9	decide in order to determine whether this is a	11:39:20
10	covered claimed?	11:39:22
11	A Well, we would have to have documentation	11:39:27
12	of an employee dishonesty first.	11:39:29
13	Q Well, I understand that. But with regard	11:39:33
14	to needing the definition of employee theft, that	11:39:36
15	there was financial benefit for the employee,	11:39:43
16	isn't that something you'd have to determine to	11:39:47
17	determine whether there was a covered claim, was	11:39:48
18	there any financial benefit to the employee, Jag,	11:39:50
19	from the alleged scheme?	11:39:52
20	Isn't that part of your decision-making	11:39:53
21	process?	11:39:58
22	A It's part of the definition of employee	11:39:58
23	theft.	11:40:00
24	Q What more do you need to make a	11:40:03
25	determination as to whether Jag received financial	11:40:06

1	benefit from this arrangement that he had with his	11:40:10
2	brother's companies?	11:40:13
3	A Other than line 15?	11:40:16
4	Q Do you need anything else other than	11:40:36
5	line 15 (coughing) Jag received a financial	11:40:38
6	benefit from his arrangement with his brother's	11:40:41
7	companies?	11:40:45
8	MR. MURPHY: Objection as to form.	11:40:48
9	A We would need documentation to support any	11:40:57
10	allegation.	11:41:04
11	Q Well, under this settlement agreement, Jag	11:41:07
12	and Shiv paid \$15 million back to International	11:41:11
13	Paper, correct?	11:41:15
14	A Yes.	11:41:27
15	Q Where do you think they got the money	11:41:29
16	from?	11:41:33
17	MR. MURPHY: Objection as to form, calls	11:41:36
18	for speculation.	11:41:38
19	A Where does Beazley believe they obtained	11:41:45
20	the settlement funds?	11:41:48
21	Q Correct.	11:41:49
22	MR. MURPHY: Same objection.	11:41:52
23	A Could you clarify the question?	11:42:04
24	Q Yeah. The question is, simply, Jag and	11:42:09
25	Shiv agreed in the settlement agreement to pay \$15	11:42:11

1	million to International Paper.	11:42:13
2	Where do you think they got that kind of	11:42:16
3	money, based on your investigation?	11:42:18
4	A I don't -- I don't recall the exact source	11:42:33
5	of the settlement funds.	11:42:39
6	Q Do you think that they got the money	11:42:41
7	through legitimate business operations?	11:42:43
8	MR. MURPHY: Objection as to form.	11:42:46
9	A I can't really speculate on the source of	11:42:52
10	those funds.	11:42:55
11	Q Why do you think that they would pay it	11:43:00
12	other than recognizing or acknowledging that they	11:43:02
13	obtained it wrongfully?	11:43:06
14	Why do you think that they would have paid	11:43:08
15	it back to International Paper?	11:43:10
16	MR. MURPHY: Objection as to form.	11:43:14
17	A I can't speculate on their rationale for	11:43:19
18	doing so.	11:43:27
19	Q Doesn't it suggest to you that they	11:43:28
20	acknowledged that they had wrongfully obtained	11:43:31
21	this dollar -- these dollars and that's why	11:43:34
22	they're paying it back in settlement rather than	11:43:37
23	proceeding with civil and criminal proceedings?	11:43:40
24	MR. MURPHY: Objection, form.	11:43:45
25	You can answer.	11:43:46

1	A Well, I understand the criminal case was	11:43:52
2	dismissed.	11:43:55
3	Q Correct, as part of the deal.	11:43:56
4	Let's go back to the definition of	11:44:01
5	employee theft in the policies.	11:44:03
6	Do you have that in front of you?	11:44:09
7	A Yes.	11:44:11
8	Q It says: Employee theft means the	11:44:12
9	unlawful taking of monies, securities or property	11:44:15
10	to the deprivation of the insured.	11:44:18
11	Do you see that?	11:44:20
12	A Yes.	11:44:22
13	Q And what does "unlawful" mean in that	11:44:23
14	provision?	11:44:27
15	MR. MURPHY: Objection as to form.	11:44:29
16	A It's an undefined term.	11:44:34
17	Q The word "unlawful" is undefined in the	11:44:40
18	Beazley policy Exhibit 4; is that right?	11:44:44
19	A Yes, that's correct.	11:44:46
20	Q How does Beazley interpret that for	11:44:48
21	purposes of considering claims for employee theft?	11:44:53
22	How does Beazley consider unlawful to be	11:44:57
23	defined or what it means?	11:45:01
24	MR. MURPHY: Objection as to form.	11:45:05
25	You can answer.	11:45:07

1	A We would refer to the dictionary	11:45:12
2	definition.	11:45:15
3	Q And what dictionary would you look to, to	11:45:16
4	get that definition?	11:45:23
5	MR. MURPHY: Same objection.	11:45:25
6	A For the -- the Black's Law.	11:45:26
7	Q Black's Law dictionary.	11:45:33
8	Okay. Would you agree that for there to	11:45:35
9	be an unlawful taking to satisfy that provision of	11:45:40
10	this definition, (technical difficulty) need not	11:45:44
11	be convicted...	11:45:48
12	MR. MURPHY: You faded out.	11:45:53
13	THE WITNESS: You were going out.	11:45:55
14	Q I'm sorry.	11:45:56
15	(Off the record.)	11:46:04
16	Q Would you agree, Ms. Ellis, that an	11:46:09
17	employee need not be convicted of a crime for him	11:46:13
18	or her to have engaged in an unlawful taking as	11:46:16
19	defined in this definition of employee theft in	11:46:21
20	the Beazley policy?	11:46:25
21	MR. MURPHY: Objection as to form, goes	11:46:26
22	beyond the scope.	11:46:29
23	A The policy doesn't require criminal	11:46:35
24	conviction.	11:46:38
25	Q You understand that Jag and Shiv were	11:46:45

1 charged criminally by the federal government for 11:46:52
2 the arrangement that they had going on between IP 11:46:57
3 Global Sourcing Specialty Chemicals Group on the 11:47:03
4 one hand and DGS Mid-South on the other hand, do 11:47:06
5 you not? 11:47:11

6 MR. MURPHY: Objection as to form. 11:47:11

7 A Yes, we understand that. 11:47:16

8 Q Is the criminal charge by the U.S. 11:47:18
9 Attorney's Office evidence that their actions were 11:47:26
10 unlawful in the arrangement that they had going on 11:47:29
11 between IP's Specialty Chemicals Group and DGS and 11:47:36
12 Mid-South? 11:47:42

13 MR. MURPHY: Objection as to form. 11:47:43

14 A Well, again, the criminal matter was 11:47:48
15 dismissed. 11:47:50

16 Q Right. It was dismissed as part of a 11:47:54
17 settlement. But the fact that the U.S. Attorney's 11:47:56
18 Office charged them criminally, is that evidence 11:48:00
19 that what they were engaged in was unlawful? 11:48:02

20 MR. MURPHY: Objection as to form. 11:48:06

21 A Again, the case -- the criminal matter was 11:48:14
22 dismissed and there was no conviction. 11:48:17

23 Q Right. But you said that a criminal 11:48:20
24 conviction is not required under the policy, 11:48:23
25 right? 11:48:26

1	A	Correct.	11:48:27
2	Q	So, what is required in order to	11:48:27
3		demonstrate to Beazley that their activity was	11:48:31
4		unlawful?	11:48:34
5	A	It would have to be an actual taking of	11:48:50
6		money, securities or property by an employee	11:48:54
7		pursuant to the definition of employee theft.	11:49:02
8	Q	Well, does Beazley have any evidence to	11:49:07
9		demonstrate that this arrangement that Jag and	11:49:12
10		Shiv had between IP's Specialty Chemicals Group	11:49:18
11		and DGS and Mid-South on other hand was not	11:49:24
12		unlawful?	11:49:27
13	A	At this time, Beazley does not have	11:49:35
14		enough -- have documentation that demonstrates	11:49:37
15		that there was an employee theft resulting in	11:49:42
16		employee dishonesty.	11:49:45
17	Q	When you say that Beazley does not have	11:49:48
18		enough documentation, you understand that the	11:49:51
19		document discovery in this case closed earlier	11:49:53
20		this month, correct?	11:49:56
21	MR. MURPHY:	Objection as to form, beyond	11:49:58
22		the scope of the notice.	11:50:00
23		You can answer as an individual.	11:50:01
24	A	Can you repeat the question, please?	11:50:05
25	Q	Yes. Do you understand that document	11:50:07

1	discovery in this case closed earlier this month?	11:50:10
2	MR. MURPHY: Same objection.	11:50:14
3	A Yes.	11:50:23
4	Q So, there is not going to be any more	11:50:25
5	document exchange between the parties in this	11:50:29
6	case. So, when you say you need more	11:50:32
7	documentation, does that mean that you're denying	11:50:34
8	coverage because the documents that you've	11:50:37
9	received, which are now complete from	11:50:39
10	International Paper, don't satisfy you that	11:50:42
11	there's been an employee theft?	11:50:46
12	MR. MURPHY: Objection as to form,	11:50:48
13	compound, misleading, improper characterizations.	11:50:50
14	You can answer.	11:50:54
15	A Again, it's -- as in my previous response,	11:51:00
16	we have not received enough information to	11:51:06
17	demonstrate that there was an employee dishonesty.	11:51:42
18	Q So, does that mean you're denying coverage	11:51:13
19	now that there is no further documentation that	11:51:15
20	will be exchanged in the case?	11:51:18
21	MR. MURPHY: Objection as to form, asked	11:51:20
22	and answered.	11:51:26
23	A Again, as previously stated, we have not	11:51:26
24	made a coverage determination at this time.	11:51:31
25	Q Going back to the definition of employee	11:51:44

1 theft in the policy, where it says it means the 11:51:46
2 unlawful taking of money, securities or property 11:51:50
3 to the deprivation of an insured, by an employee, 11:51:52
4 whether identified or not, acting alone or in 11:51:56
5 collusion with others, to obtain financial benefit 11:51:59
6 for the employee, in that definition, is it 11:52:02
7 correct that the financial benefit to the employee 11:52:06
8 does not have to be equivalent to the amount of 11:52:10
9 loss suffered by the company, the insured, in 11:52:15
10 order for there to be coverage? 11:52:18

11 MR. MURPHY: Objection as to form. 11:52:21

12 A Can you repeat the question, please? 11:52:24

13 Q Sure. Where it talks about as part of the 11:52:26
14 definition of employee theft there has to be 11:52:30
15 financial benefit to the employee -- do you see 11:52:33
16 that portion of the definition? 11:52:35

17 A Yes. 11:52:37

18 Q If an insured is claiming a loss under 11:52:38
19 this employee-theft definition, the loss does not 11:52:41
20 have to be the same amount of money as the amount 11:52:46
21 of financial benefit to the employee; is that 11:52:49
22 right? 11:52:53

23 MR. MURPHY: Objection as to form. 11:52:53

24 A No. 11:53:09

25 Q That's not right, or, no, you agree with 11:53:11

1 what I just said?

11:53:14

2 A Well, you're -- I'm not really sure what
3 you're asking, to be honest.

11:53:16

11:53:28

4 Q I'll give you an example. Let's assume
5 that there is a covered employee-theft claim and
6 everybody at Beazley agrees it's a covered claim,
7 and the insured demonstrates a loss of \$1 million.

11:53:30

11:53:32

11:53:35

11:53:38

8 And it turns out that the employee who
9 engaged in the theft got \$500,000 of that million
10 and then somebody else on the outside got the
11 other 500,000.

11:53:44

11:53:48

11:53:52

11:53:54

12 Would you agree that the insured's loss is
13 not limited to the amount of financial benefit
14 that the employee received; it's entitled to
15 coverage for the full amount of its loss?

11:53:55

11:53:59

11:54:02

11:54:06

16 MR. MURPHY: Objection as to form,
17 hypothetical, beyond the scope of the notice.

11:54:09

11:54:11

18 You can answer.

11:54:13

19 A I -- I don't think I could answer
20 affirmatively yes or no in that example.

11:54:21

11:54:24

21 Q Well, then let's talk about the real claim
22 that International Paper has made. International
23 Paper, in proving its loss from the employee-theft
24 scheme involving Jag and Shiv, does not need to be
25 the same amount of money that Jag has received in

11:54:28

11:54:31

11:54:35

11:54:41

11:54:46

1	financial benefit from the scheme; would you agree	11:54:53
2	with that?	11:54:55
3	MR. MURPHY: Objection as to form.	11:54:58
4	A Yes, it's still subject to the terms and	11:55:06
5	conditions of the policy.	11:55:10
6	Q Okay. Thank you.	11:55:11
7	A And any potential exclusions.	11:55:19
8	Q Right. But assuming there is a covered	11:55:22
9	claim, the insured's loss for which it can obtain	11:55:26
10	coverage under the Beazley policy is not limited	11:55:30
11	to the amount of financial benefit that the	11:55:32
12	employee thief has obtained from the arrangement?	11:55:35
13	MR. MURPHY: Objection as to form.	11:55:38
14	A Again, subject to the terms and conditions	11:55:44
15	of the policy, and any applicable exclusions.	11:55:46
16	Q Right. The answer is, yes, subject to the	11:55:51
17	other terms and conditions of the policy,	11:55:53
18	including exclusions, correct?	11:55:55
19	MR. MURPHY: Objection as to form, asked	11:55:57
20	and answered.	11:56:02
21	A Yes, as previously stated.	11:56:02
22	Q Okay. I think I asked you this before,	11:56:06
23	but forgive me if I did, but you would agree that	11:56:13
24	Jag qualifies as an employee under the definition	11:56:16
25	of employee theft for purposes of this claim,	11:56:20

1	correct?	11:56:22
2	A Yes, as previously stated.	11:56:23
3	Q Okay. Now, let's take a look at	11:56:26
4	Exhibits 5 and 6.	11:56:33
5	Exhibit 5 is International's complaint in	11:56:35
6	this action.	11:56:39
7	(Marked for identification Exhibits 5 & 6,	11:56:39
8	International's complaint & answer filed by	11:56:38
9	Beazley.)	11:56:44
10	Q Exhibit 6 is the answer filed by Beazley	11:56:40
11	in this case.	11:56:45
12	Tell me when you have those saved and	11:56:45
13	opened.	11:56:51
14	A Bear with me here.	11:57:18
15	Okay, I have Exhibit 5 open.	11:57:27
16	Q Okay. And if you look on Exhibit 5, which	11:57:29
17	is International's complaint, there is a breach of	11:57:33
18	contract count that is on page 11 of the	11:57:37
19	complaint.	11:57:40
20	Can you turn to that page?	11:57:41
21	A Okay. I have it opened.	11:57:51
22	Q See that in paragraph 72 of	11:57:54
23	International's complaint, it says: Defendants --	11:58:02
24	and at this time was referring to both Beazley and	11:58:04
25	Zurich, although Zurich is now settled out of the	11:58:07

1 case -- but defendants have breached their
2 contracts of insurance affording coverage to
3 International Paper by refusing or failing to
4 acknowledge their duty to provide coverage to
5 International Paper for all -- for the
6 employee-theft scheme.

7 And then 73 says: All conditions
8 precedent to recovery under the crime policies
9 have been satisfied or waived.

10 And then 74 says -- and it carries over to
11 page 12: As a direct result of defendant's
12 breaches of their contract of insurance,
13 International Paper has been deprived of the
14 benefit of the insurance coverage for which
15 substantial premiums were paid. International
16 Paper has incurred actual damages because it has
17 suffered many millions of dollars of financial
18 losses and has incurred substantial sums in
19 investigating these losses and pursuing recovery
20 from Jag with no coverage for those losses and
21 expenses from the insureds.

22 Now, I want to turn to the corresponding
23 responses in the answer to the complaint by
24 Beazley, paragraph 72 to 75, can you open up
25 Exhibit 6?

11:58:10
11:58:13
11:58:15
11:58:17
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11:58:24
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11:58:51
11:58:54
11:58:57
11:59:01
11:59:04
11:59:08
11:59:10
11:59:14
11:59:18
11:59:22

1 Starting on page 9, there is the response 11:59:23
2 to the breach of contract counts in the complaint. 11:59:36

3 A I have it open. 11:59:42

4 Q Okay. And do you see bottom of page 9, it 11:59:44
5 says: Count 1 breach of contract. 11:59:49

6 And skipping over to paragraph 72, 73, 74, 11:59:52
7 which I just read into the record of the 11:59:56
8 complaint: Beazley denies the allegations of 11:59:59
9 paragraph 72 of the complaint. Beazley denies the 12:00:02
10 allegations of paragraph 73 of the complaint. 12:00:06
11 Beazley denies the allegations in paragraph 74 of 12:00:08
12 the complaint. 12:00:11

13 Do you see that? 12:00:12

14 A Yes. 12:00:14

15 Q And underneath that, right above the 12:00:15
16 heading affirmative defenses, it says: Beazley 12:00:18
17 denies that plaintiff is entitled to any of the 12:00:22
18 relief requested. 12:00:25

19 Do you see that language? 12:00:26

20 A Yes. 12:00:28

21 Q So, at the time that -- at the time that 12:00:29
22 this answer was filed -- and you can check at the 12:00:34
23 top of the page, it was filed December 7th, 2022, 12:00:38
24 about a year ago. 12:00:43

25 Beazley was denying that plaintiff was 12:00:44

1	entitled to any coverage that it was requesting at	12:00:49
2	that time.	12:00:54
3	Do you see that language?	12:00:54
4	A Yes, I do.	12:00:57
5	Q And isn't it the case that at the time	12:01:00
6	that it denied that International Paper was	12:01:04
7	entitled to relief a year ago when this document	12:01:07
8	was filed, Beazley had not made a decision as to	12:01:11
9	whether coverage was afforded or not afforded for	12:01:16
10	this claim?	12:01:19
11	A Can you repeat the question?	12:01:29
12	Q Yeah. This answer to the complaint was	12:01:31
13	filed by Beazley a year ago, right?	12:01:33
14	A Yes.	12:01:37
15	Q And as of today, a year later, you're	12:01:38
16	saying Beazley has not made a decision whether	12:01:42
17	IP -- and when I say "IP," I'm referring to	12:01:45
18	International Paper -- as of today, Beazley has	12:01:48
19	not made a decision on whether International Paper	12:01:51
20	is entitled to coverage for the employee-theft	12:01:54
21	scheme that it has submitted to Beazley, right?	12:01:57
22	A Yes, that's correct.	12:02:02
23	Q And so, the same would have been true as	12:02:04
24	of a year ago when this document, this answer was	12:02:06
25	filed, that Beazley had not made a coverage	12:02:09

1	decision, right?	12:02:12
2	A Beazley was still in the process of	12:02:16
3	evaluating the claim.	12:02:19
4	Q Okay. So, what, then, follows in the	12:02:21
5	answer that Beazley filed are what's called	12:02:25
6	affirmative defenses, and there's 15 of them. 15	12:02:28
7	reasons why the claim may not be covered.	12:02:34
8	Do you see that?	12:02:38
9	A Yes, I do.	12:02:41
10	Q I think you said you reviewed this answer	12:02:42
11	and affirmative defenses in preparation for the	12:02:48
12	depo here today; is that right?	12:02:51
13	A Yes.	12:02:52
14	Q So, my question is, as of a year ago,	12:02:53
15	Beazley was putting out these 15 potential reasons	12:03:00
16	why a claim wasn't covered. We're now a year	12:03:02
17	later, nearing the close of discovery, following	12:03:08
18	the end of document discovery, nearing the end of	12:03:10
19	deposition discovery, does Beazley contend that	12:03:13
20	any of these affirmative defenses that were	12:03:18
21	reserved when it filed its answer a year ago, is	12:03:22
22	Beazley satisfied that some of them are not	12:03:25
23	applicable to this claim such that Beazley is	12:03:27
24	prepared to withdraw them?	12:03:30
25	A We have a few that are not being pursued,	12:03:39

1	but we're not necessarily withdrawing them.	12:03:44
2	Q Okay. Well, tell me which affirmative	12:03:48
3	defenses of these 15 Beazley is not pursuing.	12:03:51
4	MR. MURPHY: And if I can just interject,	12:03:58
5	Pia, before you respond, I just want to be clear	12:04:02
6	for the record, the first affirmative defense is	12:04:04
7	being withdrawn.	12:04:07
8	And I'm sure Ms. Ellis is in agreement,	12:04:10
9	but you can certainly ask it.	12:04:12
10	MR. SYLVESTER: Okay. Thanks, Gene.	12:04:16
11	Q So, your counsel stated that the first	12:04:18
12	affirmative defense, the complaint fails to state	12:04:19
13	a claim upon which relief can be granted.	12:04:22
14	Beazley is not pursuing that affirmative	12:04:25
15	defense; is that right?	12:04:29
16	A Yes, that's correct.	12:04:30
17	Q But you're not withdrawing it, or you are	12:04:31
18	withdrawing it?	12:04:35
19	A We are withdrawing it.	12:04:37
20	Q Okay. Okay. Tell me what other	12:04:40
21	affirmative defenses Beazley is not pursuing?	12:04:45
22	A The 5th affirmative defense.	12:04:52
23	Q Okay. So, the 5th affirmative defense:	12:04:56
24	Plaintiff's claims are barred in whole or in part	12:04:59
25	to the extent that the fraudulent, dishonest or	12:05:02

1	criminal exclusion in the Beazley policy applies.	12:05:06
2	You're not pursuing that, right?	12:05:08
3	A Correct.	12:05:10
4	Q And the -- is Beazley withdrawing that	12:05:13
5	defense?	12:05:16
6	A No, it's not being pursued at this time.	12:05:20
7	Q Not pursued, but you're not withdrawing	12:05:23
8	it --	12:05:26
9	A Yes, that's correct.	
10	Q -- is that correct?	12:05:27
11	A Yes, that's correct.	12:05:27
12	Q And the 5th affirmative defense, which is	12:05:28
13	on page 11, says at the end of it, I mean, that	12:05:33
14	that exclusion has a specific exception when	12:05:40
15	covered under the employee-dishonesty client	12:05:45
16	property coverage or expense coverage insuring	12:05:49
17	agreements, right?	12:05:53
18	A Yes, it does.	12:05:53
19	Q So, that exclusion does not apply to	12:05:54
20	employee-dishonesty claims, and that's the nature	12:05:59
21	of the claim that International Paper is making in	12:06:01
22	this case, right?	12:06:03
23	A Yes, as stated under the policy.	12:06:08
24	Q So, why isn't Beazley then withdrawing it	12:06:11
25	if it doesn't -- if it can't apply to an employee	12:06:16

1	dishonesty claim, which is the claim which is	12:06:28
2	being made by International Paper in this case?	12:06:23
3	A Again, as stated previously, it's not	12:06:34
4	being pursued at this time.	12:06:32
5	Q But you're reserving the right to pursue	12:06:35
6	it at later time; is that -- you're not	12:06:38
7	withdrawing it, so you're reserving the right to	12:06:40
8	pursue it at a later time; is that right?	12:06:44
9	A We're not withdrawing it, but we're not	12:06:46
10	pursuing it at this point in time.	12:06:48
11	Q Okay. Well, how could this exclusion for	12:06:51
12	fraudulent, dishonest or criminal exclusion ever	12:06:57
13	apply to International Paper's claim when there is	12:07:01
14	a specific exception for coverage under the	12:07:03
15	employee-dishonesty portion of the policy, which	12:07:11
16	is the only portion of the policy that	12:07:13
17	International Paper is pursuing its claim under?	12:07:16
18	A We hadn't made a coverage determination	12:07:18
19	yet at this point with respect to the employee	12:07:22
20	dishonesty entering agreement under the policy.	12:07:26
21	So, again, it's not being pursued, but	12:07:32
22	we're not withdrawing it either.	12:07:35
23	Q What potential fraudulent, dishonest or	12:07:40
24	criminal exclusion might possibly serve to prevent	12:07:42
25	IP from recovering coverage for its	12:07:49

1	employee-dishonesty claim?	12:07:54
2	A Well, I can't really speculate, but,	12:08:00
3	again, it's not being pursued, but we're not	12:08:02
4	withdrawing it at this point either.	12:08:06
5	Q Okay. What other affirmative defenses are	12:08:08
6	Beazley not pursuing and/or withdrawing?	12:08:14
7	A The 6th affirmative defense.	12:08:19
8	Q Okay. The potential income exclusion.	12:08:26
9	Beazley is not pursuing it; is that right?	12:08:31
10	A Yes, that's correct.	12:08:34
11	Q Is Beazley withdrawing that defense?	12:08:36
12	A No.	12:08:39
13	Q Why not?	12:08:40
14	A Again, it's not being pursued at this	12:08:46
15	point, but we're not withdrawing it either.	12:08:49
16	Q Okay. What other affirmative defenses are	12:08:56
17	not being pursued and/or being withdrawn by	12:08:58
18	Beazley?	12:09:04
19	A The 9th.	12:09:04
20	Q Ninth affirmative defense?	12:09:14
21	A On page 12.	12:09:16
22	Q Okay. The 9th affirmative defense says:	12:09:18
23	Pursuant to the discovery provision in the Beazley	12:09:21
24	policy, plaintiff's claims are barred to the	12:09:23
25	extent they were discovered prior to the policy	12:09:27

1 period for the Beazley policy.

12:09:30

2 Beazley is withdrawing the 9th affirmative
3 defense; is that right?

12:09:31

12:09:34

4 A We're not pursuing it. It's not being
5 withdrawn. It's not being pursued at this time,
6 but we are not withdrawing it, based on the
7 available information.

12:09:35

12:09:38

12:09:42

12:09:51

8 Q Okay. Any other affirmative defenses that
9 Beazley, as of today, is not pursuing?

12:09:58

12:10:04

10 A The 10th affirmative defense.

12:10:09

11 Q Okay. The 10th affirmative defense says:
12 Plaintiff's claims are barred in whole or in part
13 to the extent that plaintiff did not provide
14 Beazley with written notice as required by the
15 notices provision in the Beazley policy. Beazley
16 policy terminated and plaintiff's claims are
17 barred in whole or in part to the extent and as
18 soon as plaintiff acquired knowledge of the
19 unlawful taking of money or other fraudulent or
20 dishonest act committed by Sitaraman Jagannath
21 during the term of his employment with plaintiff.

12:10:13

12:10:18

12:10:21

12:10:23

12:10:25

12:10:28

12:10:31

12:10:34

12:10:38

12:10:42

22 That's the defense you're not pursuing,
23 correct?

12:10:46

12:10:49

24 A Correct, based on available information.

12:10:49

25 Q Is Beazley withdrawing the 10th

12:10:56

1	affirmative defense?	12:10:59
2	A No.	12:11:00
3	Q Is Beazley still investigating the	12:11:02
4	potential applicability of the 10th affirmative	12:11:06
5	defense?	12:11:13
6	A Well, again, it's not being pursued based	12:11:13
7	on the information that we have available, but	12:11:16
8	we're not withdrawing it at this time.	12:11:18
9	Q Does Beazley have any evidence to suggest	12:11:22
10	that International Paper gave late notice to	12:11:31
11	Beazley with respect to the employee-theft claim	12:11:37
12	that's at issue in this case?	12:11:40
13	A Well, again, that affirmative defense is	12:11:46
14	not being pursued based on the available	12:11:48
15	information at this time.	12:11:51
16	Q Is Beazley still investigating whether	12:11:55
17	that 10th affirmative defense might apply?	12:11:58
18	A It's not being pursued based on the	12:12:03
19	available information at this time.	12:12:06
20	Q And when you say "it's not being pursued,"	12:12:08
21	what does that mean, given that you're not	12:12:11
22	withdrawing it?	12:12:13
23	A Well, we reserve our rights to the	12:12:17
24	potential it may apply. But at this point in	12:12:19
25	time, it's not being pursued.	12:12:22

1	Q Not being pursued by whom?	12:12:24
2	A It's not being pursued as an affirmative	12:12:28
3	defense.	12:12:33
4	Q But you're reserving the right to assert	12:12:33
5	it at a later time by not withdrawing it; is that	12:12:36
6	correct?	12:12:40
7	A Yes, that's correct.	12:12:40
8	Q Well, do you have any evidence to support	12:12:42
9	that defense as you sit here today, that is, the	12:12:49
10	10th affirmative defense, regarding notice?	12:12:53
11	A It's not being pursued based on available	12:12:57
12	information.	12:13:00
13	Q Does that mean you don't have any	12:13:02
14	available information as you sit here today to	12:13:04
15	support the 10th affirmative defense?	12:13:06
16	A It means that we're not pursuing it based	12:13:09
17	on the information that we have at this time.	12:13:13
18	Q But you may pursue it in the future,	12:13:15
19	correct?	12:13:19
20	A If there's additional information, we may.	12:13:21
21	It's not being withdrawn at this time.	12:13:26
22	Q Okay. Any other affirmative defenses	12:13:29
23	either not being pursued and/or being withdrawn?	12:13:33
24	A Going to the next page, the -- the 12th	12:13:45
25	affirmative defense.	12:13:50

1	Q Okay. The 12th affirmative defense says:	12:13:53
2	Plaintiff's claims are barred. To the extent	12:13:56
3	plaintiff has breached any condition precedent to	12:13:59
4	coverage under the Beazley policy, including, but	12:14:01
5	not limited, to taking any action which in any way	12:14:03
6	increases the underwriter's exposure under the	12:14:05
7	Beazley policy.	12:14:10
8	That's an affirmative defense that's not	12:14:11
9	being pursued by Beazley at this time; is that	12:14:13
10	right?	12:14:18
11	A No, sorry, that is not correct. That is	12:14:18
12	incorrect. Scratch that. Scratch that. Excuse	12:14:21
13	me.	12:14:26
14	Q Wait, so, you are maintaining the 12th	12:14:28
15	affirmative defense?	12:14:31
16	A Yes, we are.	12:14:32
17	Q Okay. Scratch that.	12:14:33
18	Was there any other affirmative defense	12:14:35
19	that Beazley is either not pursuing or	12:14:37
20	withdrawing?	12:14:41
21	A No.	12:14:42
22	Q All the rest you continue to assert may be	12:14:43
23	applicable to deny or limit coverage; is that	12:14:52
24	right?	12:14:56
25	A Correct, we are not withdrawing or not	12:14:56

1	pursuing any others.	12:15:00
2	MR. MURPHY: Let me just interrupt, just	12:15:05
3	because I don't want the record to keep going a	12:15:08
4	certain way.	12:15:11
5	Ms. Ellis, can you just check with regard	12:15:12
6	to the 15th affirmative defense?	12:15:15
7	THE WITNESS: Hold on, I have to make this	12:15:19
8	a little bigger for my eyes.	12:15:22
9	Q The 15th affirmative defense says:	12:15:26
10	Plaintiff's claims are barred in whole or in part	12:15:27
11	by the applicable statute of limitations.	12:15:30
12	Is Beazley pursuing that affirmative	12:15:33
13	defense?	12:15:47
14	A That -- excuse me, the 15th is not being	12:15:47
15	pursued.	12:15:50
16	Q Okay. The 15th affirmative defense is not	12:15:53
17	being pursued by Beazley. That's the one relating	12:15:56
18	to the claim being barred by the statute of	12:16:00
19	limitations, correct?	12:16:02
20	A Yes, that's correct.	12:16:04
21	Q Is that affirmative defense being	12:16:04
22	withdrawn by Beazley?	12:16:08
23	A It's not being withdrawn.	12:16:09
24	Q And so Beazley reserves the right to raise	12:16:13
25	it at a later time?	12:16:17

1	A Yes, Beazley does. Yes, Beazley does.	12:16:19
2	Q Okay. And so, underneath the 15th	12:16:22
3	affirmative defense, it says: Reservation of	12:16:29
4	rights.	12:16:32
5	It says: Beazley states it presently has	12:16:34
6	insufficient knowledge or information on which to	12:16:39
7	form a belief. As to whether it may have	12:16:41
8	additional as yet unstated affirmative defenses,	12:16:43
9	Beazley reserves all rights to file an amended	12:16:46
10	answer asserting additional defenses in the event	12:16:51
11	that discovery in this action or other	12:16:53
12	developments so warrant.	12:16:56
13	Do you see that language?	12:16:58
14	A Yes, I do.	12:16:59
15	Q So, are there any other affirmative	12:17:00
16	defenses, other than those stated here in the	12:17:02
17	answer, as you sit here today, a year later, that	12:17:04
18	Beazley is pursuing in defense of the coverage	12:17:07
19	claim by International Paper in this case?	12:17:11
20	A No, there are no additional.	12:17:17
21	MR. SYLVESTER: Okay. So, why don't we go	12:17:38
22	off the record for a minute. I see that the time	12:17:39
23	is 12:17. I did want to take a lunch break. I'm	12:17:41
24	going to be going into a new area. Does it make	12:17:46
25	sense to take that lunch break now and come back	12:17:50

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1	in a half an hour or so, or do you want to go for	12:17:54
2	a while and then take the lunch break? Do you	12:17:56
3	have any preference in that regard?	12:17:59
4	THE VIDEOGRAPHER: We are going off the	12:18:06
5	record. The time is 12:18 p.m.	12:18:09
6	(Off the record.)	12:18:13
7	(Marked for identification Exhibit 7,	12:18:56
8	Beazley Insurance Company's Supplemental	12:19:56
9	Responses.)	12:18:57
10	THE VIDEOGRAPHER: We are back on the	12:19:19
11	record. The time is 12:19 p.m.	12:19:20
12	BY MR. SYLVESTER:	12:19:23
13	Q Okay. Ms. Ellis, I have put --	12:19:23
14	A Just one second. It didn't open up yet.	12:19:25
15	Okay.	12:19:31
16	All right. I have it open now, Exhibit 7.	12:19:36
17	Q Right. Hang on for one minute.	12:19:53
18	Okay. Exhibit 7 are Defendant Beazley	12:19:54
19	Insurance Company's Supplemental Responses to	12:19:56
20	Plaintiff's First Set of Interrogatories.	12:19:58
21	Are you familiar with this document,	12:20:00
22	Ms. Ellis?	12:20:02
23	A Yes.	12:20:06
24	Q And if you look at the last page of this	12:20:07
25	document, do you see that there is a verification	12:20:09

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1	signed by you, dated November 29th, 2023?	12:20:13
2	A Yes.	12:20:20
3	Q So, you signed a verification regarding	12:20:21
4	these interrogatory answers two or three weeks	12:20:28
5	ago.	12:20:32
6	Do you recall that?	12:20:32
7	A Yes.	12:20:33
8	Q And before signing, did you review the	12:20:34
9	interrogatory answers to confirm that what you	12:20:39
10	were saying in the verification was accurate?	12:20:43
11	A Yes.	12:20:46
12	Q And you said that the facts and matters	12:20:47
13	stated herein are true to the best of my	12:20:50
14	information, knowledge and belief with other	12:20:54
15	language in the verification.	12:20:56
16	Do you recall that?	12:20:57
17	A Yes.	12:20:59
18	Q And did you review these supplemental	12:21:00
19	interrogatory answers in preparation for your	12:21:05
20	deposition here today?	12:21:06
21	A Yes.	12:21:11
22	Q Okay. So, let's turn to page 4 of	12:21:12
23	Exhibit 7. Tell me when you have the fourth page.	12:21:25
24	A I have it open.	12:21:41
25	Q So, interrogatory 1 -- I'm sorry, look at	12:21:43

1 interrogatory number 2, where International Paper, 12:21:55
2 it says: Identify all facts supporting your 12:21:59
3 denial of any of the allegations set forth in the 12:22:02
4 complaint. 12:22:06

5 Okay. And do you see in the answer the 12:22:06
6 response begins by saying: Beazley objects that 12:22:11
7 this interrogatory is premature and that it seeks 12:22:14
8 information that is still being collected and 12:22:19
9 developed through discovery, which is still in its 12:22:21
10 early stages. 12:22:24

11 Do you see that? 12:22:25

12 A Yes. 12:22:27

13 Q Now, at the time you verified this 12:22:28
14 document on November 29th, discovery was not in 12:22:32
15 its early stages, right? 12:22:35

16 It was near the ending of discovery, 12:22:38
17 correct? 12:22:41

18 A Well, discovery was still open at the 12:22:43
19 time. 12:22:47

20 Q Right. But discovery had been ongoing for 12:22:47
21 some time, and we were approaching the close of 12:22:50
22 document discovery in early December and the close 12:22:57
23 of depositions in early January, correct? 12:23:01

24 A As far as the dates? 12:23:11

25 Q Yes. 12:23:13

1	A Yes.	12:23:14
2	Q Okay. And you realize that the trial of	12:23:16
3	this case is only about four months away, in April	12:23:19
4	of 2023, correct -- I'm sorry, 2024, do you	12:23:22
5	understand that?	12:23:26
6	A Yes.	12:23:28
7	Q Okay. Now, as of the time you signed this	12:23:29
8	verification, November 29th, 2023, Beazley had	12:23:47
9	been investigating this claim for about four	12:23:53
10	years, since first notice in late 2019; isn't that	12:23:56
11	right?	12:24:05
12	A We -- we did receive the original notice	12:24:05
13	in 2019, yes.	12:24:07
14	Q And in that four-year period between	12:24:09
15	getting the original notice in late 2019 -- I	12:24:13
16	believe the date is December 6th, if I recall	12:24:19
17	correctly. If you look at the bottom of page 7 of	12:24:24
18	this document, you'll see a statement at the	12:24:27
19	bottom of page 7 that says: On or about	12:24:34
20	December 6th, 2019, plaintiff provided notice to	12:24:38
21	Beazley of a claim resulting from potential	12:24:40
22	employee theft.	12:24:43
23	Do you see that?	12:24:44
24	A Yes, I do.	12:24:50
25	Q And since that date, Beazley has been	12:24:51

1 requesting substantial amounts of information and 12:24:55
2 documentation from International Paper over the 12:24:57
3 past four years, correct? 12:25:00

4 A Yes, we've requested documentation from 12:25:03
5 International Paper. 12:25:05

6 Q And International Paper has provided 12:25:06
7 substantial documentation about this claim in 12:25:08
8 response to those requests, correct? 12:25:13

9 A We have received documents from 12:25:18
10 International Paper, yes. 12:25:21

11 Q Are there any specific documents that 12:25:23
12 Beazley has requested that International Paper has 12:25:26
13 refused to provide? 12:25:29

14 A Not that I recall specifically. 12:25:40

15 Q And who has been responsible for reviewing 12:25:42
16 all those hundreds of thousands of pages of 12:25:49
17 documents that International Paper has provided to 12:25:52
18 Beazley in response to Beazley's various requests, 12:25:56
19 before and after the litigation? 12:26:00

20 MR. MURPHY: Objection as to form. 12:26:03

21 You can answer. 12:26:04

22 A We have engaged experts to assist in the 12:26:09
23 document review. 12:26:14

24 Q And who specifically has been involved, 12:26:15
25 other than counsel, in reviewing documents 12:26:20

1	produced by International Paper in response to	12:26:24
2	Beazley's request regarding this claim?	12:26:28
3	A Stoneturn.	12:26:33
4	Q Okay. Anybody else?	12:26:37
5	A And also Ms. Coates, as well.	12:26:43
6	Q Okay. And when was Stoneturn engaged to	12:26:47
7	review documents with regard to this claim?	12:26:53
8	A I don't recall the exact date of their	12:26:58
9	engagement.	12:27:00
10	Q Approximately, when were they retained?	12:27:01
11	A They were retained in 2023.	12:27:11
12	Q Okay. Earlier this year.	12:27:16
13	And what about Ms. Coates, in what year	12:27:20
14	was Ms. Coates retained?	12:27:23
15	A Also in 2023.	12:27:26
16	Q Okay. Again, earlier this year.	12:27:29
17	But by that point, documentation had been	12:27:32
18	provided by International Paper for several years	12:27:36
19	before that, commencing with the notice in late	12:27:40
20	2019, the proof of loss in December of 2020, and	12:27:50
21	thousands and thousands of pages of documents	12:27:56
22	produced in response to various letter requests	12:27:58
23	prior to the litigation?	12:28:03
24	Who -- who reviewed all those documents in	12:28:04
25	that time period prior to 2023 that IP had	12:28:08

1	provided to Beazley at Beazley's request?	12:28:12
2	A We had engaged coverage counsel.	12:28:23
3	Q And who was the coverage counsel?	12:28:26
4	A Clark Hill.	12:28:30
5	Q Were you involved in that engagement or	12:28:39
6	retention of Clark Hill?	12:28:41
7	A They were engaged on the file prior to it	12:28:44
8	being assigned to me.	12:28:48
9	Q Is that Mr. Michael Keeley's law firm that	12:28:50
10	you're referring to?	12:28:54
11	A Yes.	12:28:57
12	Q Okay. Any other law firms retained by	12:28:59
13	Beazley to review documents produced in response	12:29:06
14	to Beazley's document request to IP?	12:29:10
15	MR. MURPHY: Objection as to form.	12:29:14
16	You can answer.	12:29:16
17	A No.	12:29:22
18	Q Did you personally review any of the	12:29:23
19	documents that were produced by International	12:29:29
20	Paper pre-litigation in response to Beazley's	12:29:35
21	various letter requests?	12:29:38
22	A I did review some of the information.	12:29:46
23	Q What information did you review	12:29:49
24	specifically?	12:29:53
25	A Their loss narrative.	12:29:56

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1 Q Okay. Anything else other than the loss
2 narrative?

3 A Not that I recall specifically.

4 Q Now, the lawsuit was filed a little over a
5 year ago against Beazley for failure to provide
6 coverage. That was the date of the complaint that
7 we looked at earlier, which I believe is
8 November 11th, 2022.

9 Do you recall that?

10 A Yes.

11 Q Okay. Now, after the lawsuit was filed,
12 Beazley engaged new counsel to represent it in the
13 lawsuit, the Robinson Cole firm, correct?

14 A Yes, that's correct.

15 Q But Mr. Keeley and the Clark Hill firm had
16 been representing Beazley for the several years
17 prior to that lawsuit being filed, correct?

18 A Yes, that's correct.

19 Q Mr. Keeley and his law firm had been the
20 ones who had reviewed all of the information and
21 documentation and participated in the examination
22 under oath of Mr. Dowdell prior to the litigation
23 on behalf of Beazley; isn't that right?

24 MR. MURPHY: Objection as to form.

25 You can answer.

1	A Yes.	12:31:36
2	Q And so why is it that you switched law	12:31:38
3	firms once the lawsuit was filed in November 11th,	12:31:41
4	2022, so that Clark Hill was no longer	12:31:45
5	representing Beazley and you brought in a new law	12:31:49
6	firm of Robinson Cole?	12:31:51
7	MR. MURPHY: The witness is cautioned	12:31:54
8	against disclosing any attorney-client	12:31:56
9	communications in response to that answer.	12:31:59
10	A Can you repeat the question, please?	12:32:12
11	Q Yes. Why did Beazley switch law firms and	12:32:14
12	not retain Clark Hill, who had been investigating	12:32:19
13	the claim for several years once the lawsuit was	12:32:21
14	filed and replace them with the Robinson Cole law	12:32:24
15	firm?	12:32:28
16	MR. MURPHY: Objection, as to form,	12:32:29
17	characterization of Clark Hill.	12:32:33
18	And, again, the witness is cautioned not	12:32:35
19	to disclose any attorney-client communications in	12:32:39
20	responding to the question.	12:32:44
21	A Mr. Sylvester, I'm not able to answer that	12:32:51
22	question.	12:32:54
23	Q And why are you unable to answer that	12:32:55
24	question?	12:32:58
25	A Due to attorney-client privilege.	12:32:58

1	Q Was it your decision to switch law firms	12:33:01
2	from Mr. Keeley's law firm to the Robinson Cole	12:33:06
3	law firm once the lawsuit was filed?	12:33:10
4	A It was a decision made within the claims	12:33:16
5	reporting structure.	12:33:19
6	Q Was that a decision that you recommended?	12:33:20
7	A Again, it was a decision made within the	12:33:28
8	claims reporting structure.	12:33:31
9	Q Did you understand that by switching law	12:33:35
10	firms that a new law firm would have to get up to	12:33:38
11	speed on all of the information and documents that	12:33:42
12	had been disclosed and investigated and reviewed	12:33:46
13	by Mr. Keeley's law firm on behalf of Beazley in	12:33:50
14	the years prior to the litigation?	12:33:55
15	MR. MURPHY: Objection, form.	12:33:57
16	You can certainly answer.	12:33:59
17	A Yes.	12:34:06
18	Q Did you understand that that might cause	12:34:08
19	delays in terms of your new counsel understanding	12:34:10
20	all of the information that your previous counsel	12:34:14
21	had already developed through years of	12:34:16
22	investigation?	12:34:19
23	MR. MURPHY: Objection as to form.	12:34:21
24	You can answer.	12:34:22
25	A Can you repeat the question, please?	12:34:31

1 Q Yes. Did you understand that that would 12:34:33
2 cause delays by switching law firms to a new law 12:34:35
3 firm that had not been previously involved from 12:34:39
4 the law firm that you had had investigating this 12:34:41
5 claim for Beazley for years prior to the lawsuit 12:34:44
6 being filed? 12:34:48

7 MR. MURPHY: Same objection. Same 12:34:50
8 objection to the characterization of the previous 12:34:52
9 firm. 12:34:54

10 You can answer as appropriate. 12:34:55

11 A Beazley would disagree that there were any 12:34:57
12 delays. 12:35:03

13 Q Were there any conflicts of interest that 12:35:06
14 Beazley and Zurich had with regard to this claim 12:35:10
15 once the lawsuit was filed? 12:35:14

16 MR. MURPHY: Objection as to perform. The 12:35:22
17 witness is free to answer, again, just being 12:35:24
18 cautioned as to disclosing any attorney-client 12:35:44
19 communications. 12:35:34

20 A Not that I'm aware of. 12:35:35

21 Q In the course of your consideration of 12:35:46
22 International Paper's claim for coverage in this 12:35:47
23 employee-theft matter (coughing) with Zurich 12:35:49
24 representatives who were also on notice, Zurich 12:35:54
25 being the insurer whose limits attached directly 12:35:57

1	above the Beazley policy?	12:36:01
2	MR. MURPHY: Mr. Sylvester, could you	12:36:03
3	repeat that? You faded out in the middle of the	12:36:05
4	question.	12:36:08
5	MR. SYLVESTER: Sure.	12:36:08
6	Q Ms. Ellis, during the course of your	12:36:09
7	handling of this claim for employee theft, did you	12:36:12
8	have any communications with representatives of	12:36:16
9	the Zurich Insurance Company whose policy was also	12:36:20
10	put on notice and whose policy sat directly above	12:36:24
11	the limits of the Beazley policy?	12:36:29
12	A We were in email communications with	12:36:41
13	coverage counsel.	12:36:46
14	Q You were on email communications with	12:36:50
15	coverage counsel. Explain what you mean by that.	12:36:52
16	A We were both copied on various	12:36:55
17	communications with coverage counsel.	12:36:59
18	Q Well, as I understand it, prior to the	12:37:03
19	lawsuit, the Clark Hill firm was representing both	12:37:05
20	Beazley and Zurich. Is that right, in connection	12:37:10
21	with this matter?	12:37:14
22	A Yes.	12:37:15
23	Q And did you have a joint or a common	12:37:16
24	interest or some sort of joint representation	12:37:22
25	agreement with Zurich at that time?	12:37:24

1	A Yes.	12:37:30
2	Q Aside from whatever communications you got	12:37:31
3	from common counsel, did you personally speak with	12:37:39
4	any claims professionals at Zurich about this	12:37:41
5	claim during the time prior to the litigation when	12:37:46
6	you were both on notice of the claim?	12:37:50
7	A I don't recall the date, but I believe	12:38:08
8	once.	12:38:11
9	Q What do you recall about that	12:38:14
10	communication?	12:38:17
11	A I don't -- I don't recall the specifics.	12:38:19
12	Q Well, what was the purpose of the	12:38:27
13	communication?	12:38:29
14	A I -- I don't recall.	12:38:35
15	Q Well, do you remember who you spoke to at	12:38:40
16	Zurich?	12:38:42
17	A The Zurich claim handler.	12:38:46
18	Q Do you remember the name of the Zurich	12:38:50
19	claims handler?	12:38:53
20	A Oh, my gosh, I'm having a...	12:38:55
21	Her name is escaping me at the moment.	12:39:09
22	Q But you had a conversation with her about	12:39:15
23	the claim?	12:39:17
24	A Goodness, it's -- oh, Donna Malcolm.	12:39:23
25	Q Donna Malcolm, okay. She was who you	12:39:34

1	spoke to about the claim.	12:39:42
2	Do you recall generally when you spoke to	12:39:43
3	her about the claim? Was it before or after the	12:39:46
4	litigation started?	12:39:48
5	A I -- I don't recall if it was before or	12:39:56
6	after.	12:39:59
7	Q What generally was discussed during that	12:40:01
8	communication?	12:40:05
9	A I don't recall the specifics of -- of the	12:40:09
10	discussion.	12:40:15
11	Q Did you talk to her about whether you	12:40:16
12	believe there was sufficient evidence to confirm	12:40:21
13	that an employee theft had taken place?	12:40:24
14	A I don't recall.	12:40:28
15	Q Is that the only communication you ever	12:40:30
16	had with somebody at Zurich, the one time where	12:40:34
17	you spoke to Donna Malcolm about the claim?	12:40:36
18	A I believe she was the only person that was	12:40:42
19	handling the file for Zurich, that I'm aware of.	12:40:45
20	Q If you had such a conversation, would that	12:40:49
21	be in your file notes?	12:40:52
22	A It may.	12:41:01
23	Q Did you review your file notes? I think	12:41:04
24	you said you did in preparation for this	12:41:07
25	deposition.	12:41:09

1	A Yes.	12:41:09
2	Q Do you recall seeing any references to	12:41:11
3	conversations with Zurich about this claim, that	12:41:13
4	is, with Zurich representatives other than	12:41:18
5	counsel?	12:41:20
6	A No.	12:41:21
7	Q Now, turn, if you would, go back to	12:41:24
8	Exhibit 7, which are the interrogatory answers	12:41:47
9	that you verified, page 8.	12:41:50
10	Let me ask you one other question --	12:41:58
11	A I can't -- can you speak up a little bit?	12:42:05
12	I can't hear you very well.	12:42:07
13	MR. MURPHY: You did fade out again.	12:42:10
14	MR. SYLVESTER: Yeah, sorry about that.	12:42:13
15	I'm not sure why that's happening.	12:42:15
16	Q But do you remember the law firm of	12:42:27
17	Kaufman Dolowich? Does that name ring a bell?	12:42:29
18	A Yes.	12:42:35
19	Q Did that firm have some involvement in	12:42:37
20	advising Beazley with regard to this claim?	12:42:41
21	A I think at the time of the initial notice.	12:42:49
22	Q Was Kaufman Dolowich the first law firm	12:42:55
23	that was retained by Beazley to advise it with	12:42:59
24	regard to International Paper's employee-theft	12:43:02
25	claim at issue?	12:43:06

1	A Yes.	12:43:09
2	Q And what was their role?	12:43:10
3	A They provided an initial letter and the	12:43:19
4	proof of loss form to International Paper	12:43:23
5	following the loss notice.	12:43:28
6	Q And then were they replaced at some point	12:43:33
7	by Clark Hill?	12:43:36
8	A Yes.	12:43:39
9	Q Why were they replaced?	12:43:40
10	MR. MURPHY: Once again, the witness is	12:43:47
11	just cautioned not to disclose any attorney-client	12:43:49
12	communications.	12:43:55
13	You are free to answer.	12:43:55
14	A I don't recall why they were replaced.	12:43:57
15	Q Were you on the claim at the time they	12:44:00
16	were replaced, or was this before your time?	12:44:06
17	A I was not on the file at the time.	12:44:08
18	Q Have you ever had any communications with	12:44:14
19	anybody from the Kaufman Dolowich firm as to	12:44:17
20	anything they have learned in their investigation	12:44:22
21	of the claim?	12:44:25
22	MR. MURPHY: Objection as to form.	12:44:26
23	A Not that I recall.	12:44:31
24	Q Once you got on the file in July of 2020,	12:44:33
25	did you have regular briefing about the	12:44:41

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1	investigation of the claim? And, again, I don't	12:44:47
2	want to know the substance. I just want to know	12:44:51
3	the regularity of any communications you had with	12:44:54
4	Clark Hill.	12:44:58
5	A Updates were provided.	12:44:59
6	Q And if you got an update from Clark Hill,	12:45:01
7	would that be reflected in your claim notes?	12:45:05
8	A It would have been a combination of the	12:45:13
9	notes and/or the file itself.	12:45:17
10	Q During the time that you have been	12:45:20
11	handling this claim since July of 2020, have you	12:45:26
12	had any direct communications with anybody	12:45:29
13	representing International Paper?	12:45:32
14	A No.	12:45:36
15	Q Have you had any communications prior to	12:45:47
16	today with any counsel for International Paper	12:45:52
17	with regard to this claim during the course of	12:45:55
18	your handling of the claim?	12:45:58
19	A Can you repeat the last part of that	12:46:04
20	question, please?	12:46:06
21	Q Yes. Since you've been handling this	12:46:07
22	claim, starting in July of 2020, have you had any	12:46:10
23	communications with any counsel, in-house, or	12:46:15
24	outside counsel for International Paper about this	12:46:17
25	claim?	12:46:19

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1	A No.	12:46:20
2	Q Is that unusual that you would be handling	12:46:21
3	a claim for several years from a policyholder and	12:46:27
4	not speak to anybody representing the	12:46:30
5	policyholder?	12:46:33
6	A Again, each claim is unique in its	12:46:41
7	circumstances.	12:46:46
8	Q But in the course of handling this claim	12:46:50
9	since July of 2020, you never felt a need to pick	12:46:53
10	up the phone or to email anybody at IP,	12:46:57
11	International Paper, to talk about the claim, any	12:46:59
12	concerns that you had, any issues that you were	12:47:02
13	thinking about, that never happened?	12:47:05
14	MR. MURPHY: Objection as to form.	12:47:09
15	A The communications at that time were going	12:47:18
16	through our coverage counsel.	12:47:20
17	Q The coverage counsel being who, Michael	12:47:24
18	Keeley at Clark Hill?	12:47:27
19	A Clark Hill, yes, that's correct.	12:47:29
20	Q And why were they going through coverage	12:47:32
21	counsel? Why were you not directly speaking to	12:47:35
22	your policyholder representative, somebody from	12:47:38
23	IP?	12:47:42
24	MR. MURPHY: Objection as to form.	12:47:43
25	A Again, at that time, we had communications	12:47:50

1	that were going through our -- our coverage	12:47:53
2	counsel.	12:47:55
3	Q Was that your decision, not to speak	12:47:58
4	directly with IP, but to have all communications	12:48:02
5	go through counsel?	12:48:05
6	MR. MURPHY: Objection as to form.	12:48:06
7	You can answer.	12:48:07
8	A That was the continued route of	12:48:17
9	communication, was through coverage counsel on	12:48:20
10	this -- for this particular matter.	12:48:25
11	Q When you say "the continued route of	12:48:27
12	communication," what do you mean by that?	12:48:29
13	A Meaning that the initial communications	12:48:35
14	were from Kaufman Dolowich, and then subsequently	12:48:40
15	through Clark Hill, when they were assigned as	12:48:48
16	coverage counsel replacing Kaufman Dolowich.	12:48:52
17	Q In other employee-dishonesty claims that	12:48:57
18	you've handled for Beazley, have you had direct	12:49:02
19	communications with the policyholder	12:49:05
20	representatives rather than going through lawyers?	12:49:07
21	A Yes.	12:49:15
22	Q So, why did you have a different	12:49:18
23	arrangement such that your communication with	12:49:22
24	International Paper would only go through lawyers	12:49:26
25	on this matter, even before the lawsuit was filed?	12:49:28

1	MR. MURPHY: Objection as to form.	12:49:31
2	A That was the decision by claims management	12:49:46
3	at the time.	12:49:50
4	Q And when you say "by claims management,"	12:49:53
5	who specifically are you referring to?	12:49:56
6	A As far as the continuation?	12:50:03
7	Q No, who made the original decision that	12:50:07
8	all communications with International Paper on	12:50:10
9	this claim would go through lawyers as opposed to	12:50:12
10	speaking to International Paper representatives	12:50:16
11	directly?	12:50:17
12	MR. MURPHY: Objection, form, calls for	12:50:18
13	speculation.	12:50:21
14	You can answer.	12:50:22
15	A That was the decision at the time of the	12:50:26
16	loss notice.	12:50:29
17	Q And do you know who made that decision?	12:50:31
18	A Angela Lee.	12:50:37
19	Q Angela Lee. Is Ms. Lee still with	12:50:40
20	Beazley?	12:50:46
21	Does she still work for Beazley?	12:50:47
22	A No.	12:50:48
23	Q Where does she work, do you know?	12:50:49
24	A I don't know where she's employed offhand.	12:50:52
25	Q And your predecessor, Antonio Trotta, you	12:50:56

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1	said he left the company in July of 2020.	12:51:02
2	Do you know where he's located?	12:51:05
3	A I -- I don't know his employer offhand.	12:51:08
4	Q Do you know if he's still in the New York	12:51:10
5	area?	12:51:13
6	A I don't know his address.	12:51:16
7	Q Well, in preparing for this deposition,	12:51:23
8	you did not speak to either Antonio Trotta or	12:51:28
9	Angela Lee, correct?	12:51:34
10	A No.	12:51:36
11	Q Did you speak to any lawyers at Kaufman	12:51:37
12	Dolowich in preparation for this deposition?	12:51:41
13	A No.	12:51:48
14	Q Did you speak to any lawyers at Clark	12:51:49
15	Hill, including Mr. Keeley, in preparation for	12:51:52
16	this deposition?	12:51:55
17	A No.	12:51:57
18	Q Did you speak to any lawyers other than	12:51:59
19	Mr. Murphy or others at his law firm, Robinson	12:52:02
20	Cole, in preparation for this deposition?	12:52:06
21	A No.	12:52:08
22	Q Have you spoken to in-house counsel at	12:52:11
23	Beazley in preparation for this deposition?	12:52:13
24	A No.	12:52:20
25	MR. SYLVESTER: Okay. I see that's 12:52.	12:52:24

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1	I think we had agreed this would be about the	12:52:27
2	stopping time for lunch. I would suggest about 40	12:52:30
3	minutes, if that works for everybody.	12:52:34
4	THE VIDEOGRAPHER: We are going off the	12:52:38
5	record. The time is 12:52 p.m.	12:52:39
6	(Off the record.)	12:52:42
7	THE VIDEOGRAPHER: We are back on the	13:47:35
8	record. The time is 1:47 p.m.	13:47:37
9	BY MR. SYLVESTER:	13:47:40
10	Q Ms. Ellis, before the lunch break, we were	13:47:40
11	discussing whether you had had any direct	13:47:44
12	communications with International Paper. And I	13:47:48
13	believe you said no, that all Beazley	13:47:50
14	communications took place through outside counsel.	13:47:54
15	Let me ask whether you have, during the	13:47:59
16	course of investigating this claim, had any	13:48:02
17	communications directly with Jag, the employee	13:48:06
18	whose theft is alleged by International Paper?	13:48:16
19	A No.	13:48:13
20	Q Have you ever spoken to any representative	13:48:17
21	of Jag?	13:48:20
22	A No.	13:48:21
23	Q I'm sorry, did you say no?	13:48:22
24	A Correct, I said no. Sorry, I was	13:48:24
25	adjusting my headset.	13:48:32

1	Q No problem.	13:48:33
2	Did you have any communications with	13:48:34
3	anyone -- well, did you have any communications	13:48:35
4	with Shiv, the brother of Jag?	13:48:38
5	A No.	13:48:40
6	Q Did you have any communications with any	13:48:41
7	representative of Shiv, the brother of Jag?	13:48:45
8	A No.	13:48:48
9	Q Did you have any communications with	13:48:49
10	anybody who worked or purported to work for DGS?	13:48:53
11	A No.	13:48:59
12	Q Did you have any communications with	13:49:00
13	anybody who purported to work for Mid-South	13:49:02
14	Diversity, the other entity that is the subject of	13:49:06
15	this claim?	13:49:08
16	A No.	13:49:10
17	Q Do you know whether any Beazley	13:49:12
18	representative had communications directly with	13:49:19
19	Jag?	13:49:22
20	A Directly with Jag?	13:49:30
21	Q Yes.	13:49:33
22	A No.	13:49:34
23	Q Did any representatives of Beazley have	13:49:35
24	any communications directly with Shiv?	13:49:39
25	A No.	13:49:44

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1	Q Did any representative of Beazley have	13:49:45
2	communications with any representative of Jag?	13:49:50
3	A Yes.	13:49:54
4	Q And what were those communications?	13:49:55
5	A What were those communications?	13:50:00
6	Q Yes.	13:50:02
7	A I -- there were a few phone calls, I	13:50:04
8	believe some emails and one -- I believe one	13:50:12
9	in-person meeting.	13:50:18
10	Q And who participated in those	13:50:22
11	communications on either side?	13:50:25
12	A Clark Hill and the representatives for Jag	13:50:30
13	and Shiv.	13:50:39
14	Q And who were the representatives for Jag	13:50:41
15	and Shiv that you're referring to?	13:50:44
16	A Their attorneys.	13:50:47
17	Q And what did you learn from those	13:50:50
18	communications between Clark Hill lawyers	13:50:56
19	representing Beazley and lawyers for Jag and Shiv?	13:51:00
20	A I don't recall the exact details of those	13:51:13
21	communications.	13:51:18
22	Q Well, what generally do you recall about	13:51:19
23	those communications?	13:51:21
24	A I think there was some discussion about --	13:51:29
25	I think a counterclaim that was filed against	13:51:41

1	International Paper.	13:51:46
2	Q Okay. What else do you recall, or did you	13:51:50
3	learn that's relevant to your investigation of	13:51:53
4	IP's claim?	13:51:59
5	A I can't recall any other specifics from	13:52:04
6	those communication.	13:52:12
7	Q Now, you said you believe there were	13:52:13
8	several calls and an in-person meeting; is that	13:52:15
9	right?	13:52:19
10	A Yes.	13:52:19
11	Q Did you authorize your counsel to meet	13:52:23
12	with representatives of Jag and Shiv?	13:52:26
13	A They were authorized to meet with them.	13:52:31
14	Q Do you understand that International Paper	13:52:35
15	was not informed about those meetings that were	13:52:37
16	going to take place between Beazley	13:52:40
17	representatives and representatives of Jag and	13:52:44
18	Shiv?	13:52:47
19	A Yes.	13:52:48
20	Q Why did you keep it secret from	13:53:00
21	International Paper that your lawyers were meeting	13:53:02
22	with Jag's and Shiv's lawyers?	13:53:06
23	MR. MURPHY: Objection as to form.	13:53:08
24	You can answer.	13:53:10
25	A We were performing our claim	13:53:13

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1	investigation.	13:53:16
2	Q And you didn't believe it was appropriate	13:53:20
3	to let International Paper know that you were	13:53:26
4	meeting with their former employee that was the	13:53:30
5	subject of the employee-theft claim? That was the	13:53:33
6	conscious decision of Beazley not to inform	13:53:36
7	International Paper; is that correct?	13:53:39
8	MR. MURPHY: Objection as to form.	13:53:40
9	A Again, we were performing a claim	13:53:46
10	investigation.	13:53:49
11	Q And you determined on behalf of Beazley	13:53:52
12	not to inform International Paper that this	13:53:55
13	meeting was going to take place or to allow them	13:53:57
14	to participate; is that right?	13:54:01
15	MR. MURPHY: Same objection.	13:54:02
16	A Again, we were performing a claim	13:54:06
17	investigation.	13:54:09
18	Q And you didn't think it was required to	13:54:11
19	let International Paper, your policyholder, know	13:54:14
20	that you were meeting with representatives of the	13:54:19
21	employees or former employees who were accused of	13:54:21
22	theft so that they could have the benefit of	13:54:26
23	whatever information was obtained; is that right?	13:54:29
24	MR. MURPHY: Objection as to form, asked	13:54:32
25	and answered.	13:54:36

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1	A Again, Beazley was conducting a claim	13:54:36
2	investigation.	13:54:39
3	Q Is that how you typically conduct	13:54:42
4	employee-theft investigations, you meet secretly	13:54:48
5	with the accused employee, or former employee,	13:54:51
6	without letting the policyholder know that you	13:54:54
7	are doing so?	13:54:57
8	MR. MURPHY: Objection to form, calls for	13:54:57
9	speculation, not fact specific.	13:55:01
10	You can answer, if you know.	13:55:04
11	A Again, as stated previously, it was part	13:55:14
12	of our claim investigation. We were investigating	13:55:16
13	the claim at that time.	13:55:18
14	Q Don't you think International Paper would	13:55:19
15	want to know what you learned from that meeting?	13:55:22
16	MR. MURPHY: Objection as to form, calls	13:55:25
17	for speculation.	13:55:26
18	A Again, as stated previously, we were in	13:55:41
19	the process of conducting a claim investigation.	13:55:44
20	Q Why didn't you tell International Paper	13:55:46
21	after the meeting, after the secret meeting, why	13:55:49
22	didn't you tell International Paper what you had	13:55:52
23	learned from Jag and Shiv to get their response or	13:55:55
24	reaction to it?	13:55:58
25	MR. MURPHY: Objection as to form.	13:56:01

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1	A We were still performing a claim	13:56:04
2	investigation at that time.	13:56:06
3	Q Well, if Jag and Shiv were telling you	13:56:08
4	something, wasn't it incumbent upon Beazley to at	13:56:12
5	least inform International Paper what they had	13:56:16
6	told you so that you could get International	13:56:19
7	Paper's response to those statements made by Jag	13:56:21
8	and Shiv during the secret meeting?	13:56:29
9	MR. MURPHY: Objection as to form, beyond	13:56:30
10	the scope.	13:56:32
11	A Again, we were in the process of	13:56:37
12	performing and conducting a claim investigation.	13:56:40
13	Q So, before this secret meeting, you didn't	13:56:45
14	let International Paper know that it was going to	13:56:48
15	take place, and after the secret meeting, you	13:56:51
16	didn't tell International Paper what you learned	13:56:53
17	from that meeting; isn't that right?	13:56:55
18	MR. MURPHY: Objection as to form,	13:56:57
19	compound, repeated question.	13:56:59
20	A As stated previously, we were in the	13:57:07
21	process of conducting a claim investigation.	13:57:09
22	Q My question is, isn't it correct that both	13:57:14
23	before the secret meeting and after the secret	13:57:17
24	meeting you did not inform International Paper	13:57:20
25	about the meeting?	13:57:23

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1	MR. MURPHY: Objection as to form, asked	13:57:26
2	and answered.	13:57:33
3	A Again, we were performing a claim	13:57:33
4	investigation.	13:57:35
5	Q But you felt no obligation to tell	13:57:38
6	International Paper what your investigation had	13:57:41
7	learned from your meetings with Jag and Shiv;	13:57:43
8	isn't that right?	13:57:49
9	MR. MURPHY: Same objection.	13:57:49
10	A We were performing a claim investigation	13:58:06
11	and still obtaining information from International	
12	Paper, as well.	13:58:07
13	Q Why didn't you tell International Paper	13:58:07
14	what you had learned from the meeting with Jag and	13:58:09
15	Shiv that they were not informed about, nor	13:58:12
16	invited to participate in?	13:58:15
17	MR. MURPHY: Observation as to form,	13:58:18
18	compound.	13:58:20
19	A Again, as stated previously, we were in	13:58:23
20	the middle of a claim investigation.	13:58:27
21	Q Did Jag and Shiv give you any information	13:58:34
22	during that meeting that Beazley believes	13:58:40
23	exculpates them (coughing)...	13:58:44
24	A We provided summaries of those	13:58:50
25	communications.	13:58:52

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1	Q What's that?	13:58:57
2	A We provided summaries of those	13:58:58
3	communications.	13:59:00
4	Q The first time that International Paper	13:59:01
5	ever learned about the secret meeting was in	13:59:04
6	discovery in this litigation, correct?	13:59:07
7	MR. MURPHY: Objection as to form.	13:59:09
8	Q That's when you provided the claim notes	13:59:11
9	that referenced it; isn't that right?	13:59:14
10	A I don't recall if that's the first time.	13:59:18
11	Q Well, do you recall ever telling anybody	13:59:21
12	at IP about the secret meeting, other than	13:59:25
13	producing documents in discovery in this	13:59:30
14	litigation, including your claim notes that	13:59:32
15	referenced that meeting?	13:59:36
16	MR. MURPHY: Observation as to form.	13:59:38
17	A I -- I don't recall if they were advised	13:59:43
18	previously.	13:59:46
19	Q Let me ask our tech, Harold, here if he	13:59:48
20	would please, (coughing) 18, which are your claim	13:59:53
21	notes, Ms. Ellis.	13:59:56
22	(Marked for identification Exhibit 18,	13:59:58
23	claim notes.)	13:59:56
24	Q Do you see those in the chat box? Can you	14:00:10
25	open those up?	14:00:21

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1	A Exhibit 18?	14:00:22
2	Q Yes. Do you have that open? Can you turn	14:00:24
3	to page 16 of the PDF, Bates numbered 00301? Tell	14:00:54
4	me when you have that open.	14:01:10
5	A Okay. I have it open.	14:01:12
6	Q See you have a note dated October 12th,	14:01:13
7	2021, at 5:31 p.m.	14:01:17
8	Is that your note that you entered into	14:01:19
9	the claim notes file?	14:01:21
10	Do you see that?	14:01:22
11	A Yes, I do.	14:01:28
12	Q Under the second blacked out part of that	14:01:29
13	note, it says: We have advised the insured that	14:01:33
14	it's the insured's burden to prove its claim. To	14:01:37
15	date, the insured's presentation has attempted to	14:01:41
16	place Beazley in the position to determine the	14:01:42
17	insured's loss and what records would support the	14:01:44
18	same. A response letter to the insured is also	14:01:47
19	being drafted.	14:01:54
20	And then it says, after an asterisk:	14:01:55
21	During the June 2021 meeting/call with the	14:01:59
22	principal, Jagannath, he alleged that IP had	14:02:02
23	similar diversity agreements with other companies.	14:02:06
24	Jagannath alleged IP used the services of a	14:02:10
25	company called Buckman for chemical services. It	14:02:13

1 is alleged that when Buckman was requested to 14:02:15
2 provide Diversity Suppliers, the granddaughter of 14:02:18
3 the founder, Kathy Buckman Gibson, started an 14:02:25
4 entity called KBG Technologies. 14:02:26

5 If you keep reading to the next page. 14:02:29

6 Which was certified as a woman-owned 14:02:31
7 business. Jagannath reported that KBG was set up 14:02:35
8 in a similar manner to act as a passthrough entity 14:02:40
9 to meet the Diversity Supplier requirements of IP
10 customers, Coca Cola and P&G. 14:02:44

11 Jagannath has also alleged that other 14:02:44
12 senior managers were aware of the arrangement with 14:02:49
13 Mid-South and DGS and sign off on the same. 14:02:53
14 Jagannath advised that he did not have the 14:02:55
15 authority to enter into contracts or agreements on 14:02:57
16 behalf of IP during his employment. 14:02:59

17 Then there is a blacked-out portion. 14:03:02

18 And it says: Jagannath provided photos of 14:03:04
19 his former manager and his brother at a family 14:03:07
20 function for Jagannath to prove the same knew they 14:03:11
21 were related. 14:03:14

22 Next steps, response letter to the 14:03:14
23 insured, deeper dive of the records provided by 14:03:17
24 the insured. 14:03:20

25 That's your note about a meeting or 14:03:20

1	communication with Jagannath in June of 2021,	14:03:24
2	correct?	14:03:29
3	A Yes.	14:03:29
4	Q And by the way, the claim note says that	14:03:39
5	the meeting was with Jagannath.	14:03:41
6	It doesn't says his lawyers. It says	14:03:44
7	Jagannath.	14:03:48
8	Were you referring to his lawyers there,	14:03:48
9	or did, in fact -- does this refresh your	14:03:50
10	recollection that your folks that Beazley lawyers	14:03:52
11	met with Jagannath himself?	14:03:55
12	A I don't recall if it was Jagannath	14:04:04
13	directly or his attorneys, but I believe it was	14:04:07
14	with his attorneys. I think that was included in	14:04:10
15	some of the documents that were provided, as well.	14:04:13
16	Q At the end of this claim note that I just	14:04:17
17	read on page 17, under the blacked-out part, it	14:04:21
18	says: Jagannath provided photos of his former	14:04:25
19	manager and his brother at a family function for	14:04:28
20	Jagannath.	14:04:31
21	We have asked for those photos to be	14:04:32
22	produced and we have not received any such photos,	14:04:36
23	does Beazley have these photos that Jagannath or	14:04:39
24	his representative was referring to in your claim	14:04:42
25	note?	14:04:45

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1	A	No.	14:04:47
2	Q	Have you ever seen those photos?	14:04:49
3	A	I don't recall if I saw the photos.	14:04:55
4	Q	Well, you wrote this in your claim note.	14:05:03
5		Where did you get that information?	14:05:07
6	A	From an update provided by Clark Hill.	14:05:14
7	Q	Did they provide you with copies of the	14:05:20
8		photos that were allegedly showing Jag and his	14:05:22
9		brother at a family function with the former	14:05:26
10		manager?	14:05:30
11	A	I don't recall.	14:05:30
12	Q	Does Beazley believe Jag when he said that	14:05:34
13		his brother and his former manager knew that they	14:05:39
14		were related?	14:05:41
15	A	It was alleged.	14:05:51
16	Q	Right. Well, what has your investigation	14:05:52
17		concluded? Does Beazley believe that any of	14:05:56
18		Jagannath's supervisors knew and approved of Jag	14:06:00
19		doing business with his brother's companies, DGS	14:06:04
20		and Mid-South, knowing that they were controlled	14:06:08
21		by Jag's brother?	14:06:12
22	A	Well, at this point, our claim	14:06:15
23		investigation hasn't come to a final conclusion.	14:06:17
24	Q	You mean as of today, you still don't have	14:06:23
25		a final conclusion on that information that was	14:06:25

1	provided back in June of 2021?	14:06:29
2	A We haven't concluded the claim	14:06:34
3	investigation at this point. It's still ongoing.	14:06:37
4	Q My review of the claim notes makes	14:06:45
5	reference to this meeting in June of 2021. That's	14:06:47
6	the meeting between your counsel and at least	14:06:51
7	Jag's counsel that was not disclosed to	14:06:56
8	International Paper beforehand, right? That's the	14:07:01
9	meeting we're talking about?	14:07:03
10	MR. MURPHY: Objection as to form.	14:07:05
11	A Yes, we're talking about the June meeting	14:07:12
12	from 2021.	14:07:15
13	Q And that's the same meeting that after the	14:07:17
14	meeting took place, Beazley did not inform	14:07:19
15	International Paper about the information that you	14:07:24
16	received from Jag or his lawyers at this meeting,	14:07:30
17	correct?	14:07:33
18	MR. MURPHY: Objection as to form, asked	14:07:38
19	and answered.	14:07:44
20	A We were conducting our claim	14:07:44
21	investigation.	14:07:46
22	Q The first time you disclosed the existence	14:07:48
23	of this meeting to International Paper was in	14:07:51
24	(coughing) copies of claim notes in response to	14:07:57
25	our discovery request in this lawsuit, correct?	14:08:00

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1	A I don't recall if that was the first time.	14:08:04
2	Q Do you recall any time prior that you or	14:08:07
3	anybody at Beazley ever informed International	14:08:13
4	Paper that you had had this secret meeting with	14:08:15
5	Jag's representatives in June of 2021?	14:08:18
6	MR. MURPHY: Objection as to form.	14:08:21
7	A I don't recall if that was the first time	14:08:25
8	the insured was aware of the meeting with Jag and	14:08:31
9	Shiv.	14:08:35
10	Q Prior to the litigation, you didn't give	14:08:36
11	International Paper any opportunity to respond to	14:08:39
12	these statements by Jag because you didn't tell	14:08:41
13	them about the meeting with Jag that you had had	14:08:45
14	your lawyers conduct; isn't that right?	14:08:48
15	MR. MURPHY: Objection as to form.	14:08:50
16	A Well, again, we were performing our claim	14:08:54
17	investigation at that time.	14:08:57
18	Q And in performing your claim	14:09:01
19	investigation, you didn't feel it was necessary to	14:09:03
20	inform International Paper that you had had a	14:09:06
21	secret meeting with Jag and that this is what he	14:09:10
22	told you to give International Paper an	14:09:12
23	opportunity to respond; is that right?	14:09:14
24	MR. MURPHY: Objection as to form, asked	14:09:17
25	and answered.	14:09:26

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1	A Again, as stated previously, we were still	14:09:26
2	performing a claim investigation during that time	14:09:30
3	period.	14:09:33
4	Q Right. And in performing an	14:09:34
5	investigation, don't you think it would have been	14:09:36
6	fair to inform International Paper what Jag's	14:09:39
7	representatives had told you to give them an	14:09:42
8	opportunity to respond?	14:09:45
9	MR. MURPHY: Same objection.	14:09:48
10	A Again, we were performing our claim	14:09:53
11	investigation during that time period.	14:09:56
12	Q I know that. You've already said that	14:10:02
13	several times.	14:10:05
14	My question is different: Didn't you	14:10:05
15	think you owed it to your policyholder,	14:10:08
16	International Paper, to tell them what you had	14:10:10
17	learned in the secret meeting so that they could	14:10:12
18	respond and enhance your investigation with their	14:10:15
19	side of the story?	14:10:18
20	MR. MURPHY: Objection as to form, asked	14:10:20
21	and answered several times, as many times as it's	14:10:23
22	been asked.	14:10:27
23	You can answer once again.	14:10:29
24	A As stated, we were performing our claim	14:10:31
25	investigation at this time.	14:10:33

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1	Q So you felt no obligation to tell	14:10:36
2	International Paper what you had learned from your	14:10:39
3	meeting with Jag to give them an opportunity to	14:10:42
4	respond --	14:10:45
5	MR. MURPHY: Same objection.	14:10:46
6	Q -- isn't that right?	14:10:47
7	MR. MURPHY: Same objection.	14:10:48
8	A We were performing a claim investigation,	14:10:53
9	along with seeking coverage counsel.	14:10:58
10	Q You mentioned earlier in your testimony	14:11:05
11	that there were a few phone calls and emails with	14:11:07
12	Jag or Jag's representatives.	14:11:12
13	This is one meeting that's referenced in	14:11:15
14	your claim notes. I didn't see any other meetings	14:11:18
15	or calls, but tell me, were there other meetings	14:11:22
16	or calls between Beazley's representatives and Jag	14:11:25
17	or Shiv's representatives, other than this June	14:11:33
18	2021 meeting?	14:11:36
19	A Let me just refer to the documents.	14:11:38
20	Q What documents do you refer to?	14:11:54
21	A We provided a response on that. It's in	14:11:56
22	the second set of interrogatories on page 5.	14:12:01
23	Q Okay. This is Exhibit 7? On page 5 of	14:12:05
24	Exhibit 7, the supplemental responses to	14:12:16
25	plaintiff's interrogatories, is that what	14:12:19

1	you're --	14:12:21
2	A Responses to -- Defendant Beazley	14:12:21
3	Insurance Company Responses to Plaintiff's Second	14:12:24
4	Set of Interrogatories.	14:12:28
5	Q Oh, second set of interrogatories.	14:12:28
6	A Yeah.	14:12:30
7	Q Okay. Can you read those into the record?	14:12:31
8	A It's a seven-page document.	14:12:33
9	Q No, the part of it that you say is	14:12:37
10	responsive to my question.	14:12:39
11	A There were -- let's see here. There were	14:12:50
12	also four telephone calls between counsel for	14:12:56
13	Beazley and counsel for Mr. Jagannath and	14:12:58
14	Mr. Kumar on June 16th, 2021. Caralisa Connell	14:13:03
15	and Howard Mannis discussed -- and that's his --	14:13:12
16	their -- their attorney -- discussed counsel's	14:13:18
17	representation of insured as related to their	14:13:21
18	investigation of IP's claim for coverage.	14:13:24
19	Q Are you reading from something, Ms. Ellis?	14:13:30
20	A Yes. Defendant Beazley Insurance	14:13:32
21	Company's Responses to Plead to Second Set of	14:13:35
22	Interrogatories.	14:13:38
23	Q And do you have those in hard copy in	14:13:40
24	front of you?	14:13:42
25	A Yes.	14:13:44

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1	Q Earlier in the deposition when I asked you	14:13:48
2	if you had any documents in front of you that you	14:13:50
3	would make reference to, I believe you said no.	14:13:54
4	Was that statement incorrect?	14:13:58
5	Do you, in fact, have documents that	14:14:00
6	are --	14:14:01
7	MR. MURPHY: Objection as to -- excuse me,	14:14:01
8	please finish your question.	14:14:04
9	Q Do you wish to correct your testimony from	14:14:07
10	earlier?	14:14:10
11	MR. MURPHY: Objection as to form,	14:14:11
12	mischaracterizes testimony.	14:14:13
13	You can respond.	14:14:14
14	A Well, this is a document that's part of	14:14:17
15	the case, so it's just something for reference and	14:14:20
16	it responded to your question.	14:14:24
17	Q Right. That's why I asked whether you	14:14:27
18	brought any documents with you to help provide a	14:14:30
19	reference to respond to any of my questions. And	14:14:33
20	I thought your answer previously was that, no, you	14:14:36
21	had not. But now you're referring to a document.	14:14:39
22	Have you had that document with you since	14:14:41
23	the beginning of the deposition?	14:14:44
24	MR. MURPHY: Objection as to form,	14:14:47
25	multiple questions, compound, mischaracterizes	14:14:49

1	testimony.	14:14:51
2	A It was in -- it was part of something else	14:15:00
3	that was here, but, yes.	14:15:01
4	Q Do you have any other documents with you	14:15:09
5	for reference other than Beazley's responses to	14:15:13
6	International's second set of interrogatories?	14:15:19
7	A No, but I think I referred to that in the	14:15:23
8	beginning when you were asking me --	14:15:27
9	Q -- document, is that right, other than one	14:15:35
10	set of answers to the second set of	14:15:37
11	interrogatories? That's the only document you	14:15:39
12	have in front of you for reference; is that right?	14:15:41
13	MR. MURPHY: Objection, asked and	14:15:43
14	answered.	14:15:45
15	A And I would also reference the claim	14:15:45
16	notes, as well.	14:15:47
17	Q Oh, you have a copy of the claim notes in	14:15:49
18	front of you?	14:15:51
19	A Yeah, I'm pretty sure I said that in the	14:15:52
20	very beginning.	14:15:56
21	Q Yeah, I don't recall that.	14:15:57
22	Do you have anything else other than the	14:15:58
23	claim notes and the responses to the second set of	14:16:00
24	interrogatories?	14:16:03
25	A No.	14:16:05

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1 Q So, you mentioned multiple telephone calls 14:16:06
2 with your counsel and Jag's representatives, and 14:16:20
3 you mentioned what I call the secret meeting on 14:16:24
4 June of 2021. 14:16:28

5 Is it correct that, prior to this lawsuit, 14:16:33
6 Beazley never informed International Paper that it 14:16:37
7 was having these communications with Jag and Shiv 14:16:43
8 representatives and never informed them of the 14:16:48
9 substance of those communications? 14:16:52

10 MR. MURPHY: Objection as to form, asked 14:16:54
11 and answered. 14:17:00

12 A I don't recall if that was relayed 14:17:00
13 previously. 14:17:05

14 Q Well, is there any evidence in your claim 14:17:06
15 notes that you reported this information to your 14:17:08
16 policyholder, International Paper, after you 14:17:11
17 received it from Jag and Shiv's representatives? 14:17:13

18 A Can you repeat the question, please? 14:17:20

19 Q Do you have any evidence that you reported 14:17:24
20 any of this information you learned on (technical 14:17:26
21 difficulty) meetings with Jag and Shiv to 14:17:29
22 International Paper prior to this litigation? 14:17:32

23 A I don't recall. 14:17:37

24 Q And is that common practice for Beazley, 14:17:38
25 when you're doing an investigation of an employee 14:17:52

1 theft, to have secret meetings with the 14:17:55
2 representatives of the employee whose theft is
3 reported by the policyholder, without telling the 14:17:59
4 policyholder that are you doing? 14:18:00

5 MR. MURPHY: Objection as to form, 14:18:02
6 mischaracterizes the testimony, and beyond the 14:18:03
7 scope of the notice. 14:18:08

8 A Again, we were performing a claim 14:18:13
9 investigation at that time. 14:18:16

10 Q Did Jag's representatives give you a copy 14:18:22
11 of some proposed counterclaim that that they were 14:18:26
12 allegedly going to file against International 14:18:30
13 Paper in response to International Paper's lawsuit 14:18:32
14 against them? 14:18:36

15 A I think there was a mention. I don't 14:18:39
16 recall if they provided a copy. 14:18:42

17 MR. SYLVESTER: Let me ask if our tech 14:18:50
18 could put up Exhibit 19 in the box. 14:18:51

19 (Marked for identification Exhibit 19, 14:18:53
20 Sitaraman Jagannath's countercomplaint for 14:19:27
21 damages.) 14:18:54

22 Q Can you open Exhibit 19, which is 14:19:15
23 entitled: Counterclaim, Plaintiff Sitaraman 14:19:18
24 Jagannath's countercomplaint for damages. 14:19:27

25 A Okay, I have it open. 14:19:36

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1	Q Okay. So, this is a document, Exhibit 19,	14:19:38
2	that was produced from Beazley's files. It has a	14:19:46
3	Beazley production number.	14:19:49
4	Do you see that at the bottom of the first	14:19:50
5	page?	14:19:52
6	A Yes.	14:19:54
7	Q This was in Beazley's file, this	14:19:56
8	counterclaim, the draft counterclaim, I should	14:20:00
9	say.	14:20:04
10	Do you see it?	14:20:04
11	A I do.	14:20:05
12	Q So, when Beazley got this, did you provide	14:20:07
13	it to International Paper?	14:20:11
14	A No.	14:20:17
15	Q Why not?	14:20:19
16	A Of this -- of the -- why we didn't provide	14:20:35
17	a copy of this document?	14:20:38
18	Q Correct. If Jag said he was going to file	14:20:40
19	against International Paper this counterclaim in	14:20:46
20	the civil action that International Paper had	14:20:49
21	brought against him and his brother and their	14:20:52
22	companies, why did you not inform International	14:20:56
23	Paper that you had gotten a copy of this and give	14:20:59
24	it over to International Paper so that they, your	14:21:02
25	policyholder, International Paper, could be	14:21:04

1	prepared for it and respond to it?	14:21:07
2	A Well, Beazley was performing a claim	14:21:12
3	investigation at that time.	14:21:14
4	Q I understand that. But if you learned	14:21:20
5	something that would be of interest to your	14:21:23
6	policyholder, such as the responses that Jag had	14:21:25
7	to their claim of theft, didn't you owe it to your	14:21:30
8	policyholder to provide them, that is,	14:21:35
9	International Paper, your policyholder, with this	14:21:37
10	information so that they could respond to it?	14:21:41
11	MR. MURPHY: Objection, overbroad, asked	14:21:45
12	and answered.	14:22:00
13	A Again, we were still investigating the	14:22:00
14	claim at this time. And we were still awaiting	14:22:02
15	documents from the insured, as well.	14:22:08
16	Q I understand that you were still	14:22:13
17	investigating, but when you got this important	14:22:15
18	document about a threatened counterclaim against	14:22:18
19	your policyholder, International Paper, from the	14:22:21
20	former employee who is accused of theft, why	14:22:27
21	didn't you provide a copy of this to International	14:22:31
22	Paper so that they could be aware of it and even	14:22:35
23	respond to all of the allegations in here?	14:22:38
24	MR. MURPHY: Objection, compound, asked	14:22:42
25	and answered.	14:22:48

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1	A	A draft was not provided to International	14:22:50
2		Paper.	14:22:58
3	Q	Was not provided to International Paper by	14:22:58
4		Beazley; isn't that right?	14:23:01
5	A	Yes, that's correct.	14:23:03
6	Q	And was that your decision not to give it	14:23:05
7		to them, not to show it to them?	14:23:08
8	A	Well, it was a draft.	14:23:12
9	Q	That's right. At the top of the first	14:23:15
10		page, it says: Privileged and confidential	14:23:18
11		settlement communications.	14:23:24
12		Do you see that?	14:23:25
13	A	I do.	14:23:31
14	Q	And this was provided to Beazley and	14:23:32
15		produced out of Beazley's files, right?	14:23:35
16	A	Yes.	14:23:43
17	Q	And it was provided to Beazley by lawyers	14:23:44
18		for Jag and Shiv, correct?	14:23:50
19	A	Yes.	14:23:56
20	Q	And it's characterized at the top as	14:23:59
21		privileged and confidential settlement	14:24:01
22		communications.	14:24:03
23		Was Beazley having any settlement	14:24:04
24		communications with Jag and Shiv and their	14:24:06
25		lawyers?	14:24:10

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1	MR. MURPHY: Objection to the form of the	14:24:12
2	question.	14:24:14
3	You can answer.	14:24:14
4	A No.	14:24:17
5	Q Did Beazley have any discussions with Jag	14:24:20
6	and Shiv about trying to resolve the claim for	14:24:23
7	coverage through some sort of three-party deal,	14:24:31
8	that is, between International Paper, Beazley and	14:24:35
9	the accused?	14:24:39
10	A No.	14:24:42
11	Q Why did they call it a settlement	14:24:45
12	communication when they gave it to you?	14:24:47
13	MR. MURPHY: Object as to form, calls for	14:24:50
14	speculation.	14:24:54
15	A I don't know why they titled -- gave it	14:24:56
16	that title.	14:24:58
17	Q This draft counterclaim has over 60 pages	14:25:00
18	of information, with Jag's side of the story, so	14:25:04
19	to speak, correct?	14:25:10
20	MR. MURPHY: Objection as to form.	14:25:12
21	A It is 62 pages, yes.	14:25:14
22	Q Have you read it? Did you read it when	14:25:17
23	you obtained a copy of it?	14:25:20
24	A I did read it.	14:25:24
25	Q Do you believe it?	14:25:26

1	A Believe what specifically?	14:25:38
2	Q Do you believe what he's saying in here as	14:25:42
3	to why there was no theft and that he's an	14:25:45
4	innocent man?	14:25:49
5	MR. MURPHY: Objection, compound,	14:25:51
6	overbroad.	14:25:53
7	A Well, he makes various statements within	14:25:58
8	the document.	14:26:02
9	Q Right. And he contradicts International	14:26:06
10	Paper's contention that he was stealing from the	14:26:10
11	company with his business arrangement with his	14:26:12
12	brother and DGS and Mid-South, doesn't he?	14:26:15
13	A In portions, yes.	14:26:23
14	Q And do you believe him? Do you believe	14:26:25
15	he's innocent of employee theft, based on what	14:26:28
16	you've read in this draft and/or anything else	14:26:32
17	that you've seen?	14:26:34
18	MR. MURPHY: Objection as to form,	14:26:36
19	overbroad.	14:26:37
20	A Well, I do know the criminal matter was	14:26:41
21	dismissed.	14:26:45
22	Q Right. And as we talked about, criminal	14:26:49
23	conviction is not necessary for employee theft	14:26:52
24	under the policy.	14:26:55
25	So, my question is, do you believe him?	14:26:56

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1	Do you believe Jag --	14:26:59
2	MR. MURPHY: Objection as to form,	14:27:02
3	argumentative.	14:27:04
4	MR. SYLVESTER: Let me finish the	
5	question.	14:27:06
6	Q Do you believe Jag when he's saying that	14:27:06
7	he didn't steal from the company, that he was just	14:27:09
8	acting in the ordinary course of business?	14:27:13
9	A I'm not in a position to make a	14:27:18
10	determination on the veracity of his statements.	14:27:20
11	Q When will you be in a position to make a	14:27:33
12	determination on the veracity of his statements in	14:27:37
13	this draft counterclaim, or anywhere else?	14:27:40
14	A Again, I'm not in a position to make a	14:27:57
15	determination on the veracity of his statements.	14:27:59
16	Q So, you haven't reached a judgment one way	14:28:06
17	or another about whether he is a thief or not a	14:28:08
18	thief, as employee theft is defined under the	14:28:26
19	Beazley policy?	14:28:17
20	MR. MURPHY: Objection as to form, asked	14:28:18
21	and answered multiple times.	14:28:23
22	A As stated previously, we are still	14:28:27
23	conducting our evaluation of this matter under the	14:28:30
24	insurance policy.	14:28:35
25	Q Do you recall Beazley being offered by	14:28:37

1	International Paper the opportunity to take	14:28:40
2	control of the subrogation action against Jag and	14:28:44
3	Shiv early on after the claim was noticed?	14:28:51
4	A Well, Beazley wouldn't have been in a	14:28:59
5	position to take control of a subrogation action	14:29:01
6	while we were still in the process of evaluating	14:29:06
7	the claim allegations under the policy.	14:29:12
8	Q Okay. Let me rephrase the question.	14:29:15
9	Do you recall early on after the claim was	14:29:19
10	noticed to Beazley that International offered that	14:29:22
11	Beazley could pursue Jag and Shiv and take control	14:29:25
12	of that litigation against them in an effort to	14:29:29
13	try to recoup monies that may have been stolen	14:29:33
14	through this employee-theft scheme?	14:29:37
15	A Well, again, Beazley would not have been	14:29:41
16	in a position to take control of or direct the	14:29:46
17	civil action because we had no rights of	14:29:52
18	subrogation at that point.	14:29:55
19	Q You only have rights of subrogation after	14:29:57
20	you pay money on the claim; is that right?	14:30:00
21	A Yes, pursuant to the policy.	14:30:03
22	Q Prior to providing coverage payments to	14:30:08
23	International Paper, Beazley is not entitled to	14:30:14
24	control any claim for recoupment against the	14:30:19
25	employee thief; is that right?	14:30:26

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1	MR. MURPHY: Objection, form, to the	14:30:27
2	extent it calls for a legal conclusion.	14:30:28
3	You can answer.	14:30:30
4	A Can you repeat the question, please? I	14:30:31
5	heard --	14:30:34
6	Q It's only after Beazley makes coverage	14:30:35
7	payments to its policyholder, International Paper,	14:30:37
8	that it would have the right or ability to pursue	14:30:41
9	Jag or Shiv, or any other person or entity to try	14:30:49
10	to recoup the payments of coverage that were made;	14:30:54
11	isn't that right?	14:30:59
12	MR. MURPHY: Same objection.	14:30:59
13	A Yes.	14:31:03
14	Q Do you recall nonetheless being offered	14:31:06
15	the opportunity early on by International Paper	14:31:08
16	that Beazley could take the lead in pursuing Jag	14:31:13
17	and Shiv?	14:31:18
18	A Again, Beazley was not in any position at	14:31:22
19	that point to take over or to direct a subrogation	14:31:26
20	action on this matter.	14:31:32
21	Q I understand. Sorry. That's not my	14:31:35
22	question.	14:31:37
23	My question is, regardless of what your	14:31:37
24	response is, do you recall that International	14:31:40
25	Paper offered to Beazley, that Beazley could take	14:31:43

1	control of the pursuit of Jag and Shiv, if it so	14:31:48
2	desired? Putting aside what your response would	14:31:53
3	have been, but do you recall at least that offer	14:31:55
4	being made by International Paper early on after	14:31:58
5	the claim was noticed?	14:32:00
6	A I -- I don't recall exactly, but we would	14:32:04
7	not have been able to do so.	14:32:18
8	Q Okay. So, if you had been asked by	14:32:15
9	International Paper, that would have been	14:32:22
10	Beazley's response, that you would not take over	14:32:24
11	pursuit of Jag and Shiv unless and until you	14:32:28
12	determined that there was coverage under the	14:32:32
13	policy and paid money in coverage under the	14:32:34
14	policy; is that right?	14:32:38
15	A Yes.	14:32:41
16	Q Did anybody from Beazley have any	14:32:43
17	communications with the Department of Justice,	14:32:46
18	U.S. Attorney's Office or the FBI regarding	14:32:51
19	International Paper's employee-theft claim?	14:32:54
20	A No.	14:33:00
21	Q And by that, I mean your lawyers, as well	14:33:01
22	as anybody working for Beazley. Did any of your	14:33:05
23	outside counsel on this matter have any	14:33:09
24	communications with the Department of Justice,	14:33:12
25	U.S. Attorney's Office or the FBI?	14:33:15

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1	A No, not that I recall.	14:33:19
2	Q Can you go back to Exhibit 7, which is the	14:33:22
3	Beazley supplemental responses to the first set of	14:33:33
4	interrogatories that were propounded --	14:33:37
5	A Could they be posted in the chat again? I	14:33:42
6	think maybe -- well, actually -- oh, you know, I	14:33:44
7	saved it, right? Hold on, let me see here.	14:33:46
8	Q It should still be --	14:33:49
9	A Is it still in the chat?	14:33:51
10	Q It's in mine, Exhibit 7, although --	14:33:55
11	A Well, I -- I closed out of the meeting.	14:33:56
12	Let me see. Thank you. I see it.	14:33:59
13	Q Oh, I guess you put it back in.	14:34:02
14	A Okay. Exhibit 7, I have it open.	14:34:06
15	Q Okay. Let's see, go to page 8 of this	14:34:13
16	document.	14:34:22
17	A Okay. I have it open.	14:34:25
18	Q These are the interrogatory answers that	14:34:28
19	you verified back on November 29th, 2023. We were	14:34:29
20	looking at them before lunch. And you'll see at	14:34:33
21	the top paragraph, at the end of the top paragraph	14:34:39
22	on page 8, the last sentence says: Plaintiff	14:34:42
23	claims that Dowdell -- referring to Doug	14:34:47
24	Dowdell -- discovered certain alleged	14:34:52
25	irregularities with respect to plaintiff's	14:34:55

1	dealings with two diversity specialty chemical	14:34:57
2	suppliers: Diversified Global Sourcing, DGS, and	14:34:59
3	Mid-South Diversity Group, Mid-South.	14:35:03
4	Do you see that?	14:35:05
5	A Yes, I see that sentence.	14:35:07
6	Q And, again, in this deposition, when we	14:35:11
7	refer to "DGS," we're talking about the entity	14:35:15
8	Diversified Global Sourcing. That was a diverse	14:35:18
9	supplier with which Jag was doing business on	14:35:22
10	behalf of International Paper, right?	14:35:27
11	Do you understand that's what DGS stands	14:35:29
12	for?	14:35:32
13	A Yes.	14:35:32
14	Q And do you understand that Mid-South is	14:35:32
15	shorthand for Mid-South Diversity Group, again,	14:35:36
16	another diverse supplier that Jag was doing	14:35:41
17	business with on behalf of International Paper?	14:35:43
18	A Yes.	14:35:45
19	Q You understand that IP has alleged that	14:35:47
20	both DGS and Mid-South were entities that were	14:35:51
21	controlled by Jag's brother, Shiv Kumar?	14:35:56
22	A Yes.	14:36:01
23	Q And do you agree that those entities were,	14:36:01
24	in fact, based on your investigation, entities	14:36:06
25	that were controlled by Shiv Kumar, or Shiv as we	14:36:10

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1	call him for short?	14:36:14
2	A That's what's been alleged, yes.	14:36:16
3	Q Well, have you been able to confirm that	14:36:19
4	in your investigation?	14:36:21
5	A Well, our investigation is still ongoing	14:36:25
6	at this time.	14:36:29
7	Q You mean you haven't reached a conclusion	14:36:29
8	on that fact as to whether Shiv controls DGS and	14:36:31
9	Mid-South?	14:36:37
10	MR. MURPHY: Objection, asked and answered	14:36:38
11	earlier in the deposition.	14:36:40
12	A As stated previously, the matter is still	14:36:47
13	under investigation.	14:36:49
14	Q Let's go back to Exhibit 17, which is the	14:36:53
15	settlement agreement.	14:36:57
16	Do you have that? Is that in your chat	14:36:59
17	box, or does that need to be reposted?	14:37:05
18	A That one I still had open. Let me... I	14:37:08
19	have it open, the six-page settlement agreement.	14:37:16
20	Q Yep.	14:37:19
21	Okay. Can you go to the page 4 of that	14:37:20
22	settlement agreement, paragraph 24?	14:37:28
23	Do you have it?	14:37:42
24	A Yes.	14:37:46
25	Q Paragraph 24 at the bottom of page 4, the	14:37:47

1 first sentence says: Each of the undersigned
2 represents and warrants that he/she is fully
3 authorized to execute this agreement on behalf of
4 his/her respective party.

14:37:49

14:37:53

14:37:56

14:37:59

5 Do you see that?

14:38:03

6 A Yes, I see that sentence.

14:38:04

7 Q Okay. And it says: Each party represents
8 and warrants that it's authorized to enter into
9 this settlement agreement, that the execution and
10 delivery of this agreement will not conflict with
11 or result in any violation or default under any
12 provision of its articles of incorporations,
13 charters, bylaw, partnership or other agreement or
14 of any decree, statute, law, ordinance, rule or
15 regulation applicable to it, and that no further
16 consent, approval, order, authorization or filing
17 with any entity, governmental or otherwise, is
18 required in connection with the execution and
19 delivery of this agreement or the consummation of
20 the actions described in this agreement.

14:38:05

14:38:08

14:38:11

14:38:13

14:38:15

14:38:18

14:38:22

14:38:25

14:38:29

14:38:33

14:38:36

14:38:39

14:38:41

14:38:44

21 Do you see that?

14:38:46

22 A Yes.

14:38:47

23 Q Okay. And then scroll down.

14:38:47

24 Do you see there's a signature block for
25 Diversified Global Sourcing, Inc., DGS? Do you

14:38:51

14:38:53

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1	see that?	14:38:58
2	A Yes, I so.	14:38:58
3	Q Who is signing on behalf of DGS?	14:39:00
4	MR. MURPHY: Object -- note my objection	14:39:09
5	to form.	14:39:11
6	You can answer.	14:39:11
7	A It says Shiv Kumar.	14:39:14
8	Q Right. So, Shiv Kumar signed on behalf of	14:39:18
9	DGS.	14:39:22
10	And then look below that, do you see a	14:39:23
11	signature block for Mid-South Diversity Group?	14:39:26
12	Who signed on behalf of Mid-South?	14:39:29
13	MR. MURPHY: Objection as to form.	14:39:32
14	A It's -- it says Shiv Kumar.	14:39:37
15	Q Okay. So --	14:39:42
16	(Indiscernible crosstalk.)	14:39:44
17	Q Right. So, in this settlement agreement,	14:39:46
18	Shiv is not only signing for himself, but he is	14:39:49
19	signing for DGS and Mid-South, right?	14:39:52
20	MR. MURPHY: Objection as to form.	14:39:55
21	A He's -- his name is on the signature page,	14:40:04
22	yes.	14:40:06
23	Q And in light of that, are you saying that	14:40:06
24	Beazley still hasn't determined whether Shiv Kumar	14:40:09
25	controls Mid-South and DGS, the two entities that	14:40:13

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1	are the subject of IP's employee-theft scheme?	14:40:19
2	MR. MURPHY: Objection as to form, asked	14:40:25
3	and answered.	14:40:31
4	A Again, as indicated previously, we're	14:40:31
5	still investigating this matter.	14:40:36
6	Q Right. But even though you're still	14:40:41
7	investigating the coverage claim, there still	14:40:58
8	could be certain facts that you've reached a	14:40:47
9	conclusion on, even if you're examining other	14:40:50
10	facts in the claim, right?	14:40:52
11	A Potentially.	14:40:59
12	Q Okay. Well, will you acknowledge that one	14:41:00
13	of the facts that has been established is that	14:41:03
14	Shiv Kumar controlled DGS and Mid-South?	14:41:05
15	MR. MURPHY: Objection as to form, asked	14:41:10
16	and answered.	14:41:24
17	A I'm not really in a position to give an	14:41:24
18	affirmative statement on that.	14:41:28
19	Q Are you doing some other investigation	14:41:30
20	that's ongoing about the corporate structure or	14:41:32
21	control for those two entities, such that you're	14:41:36
22	not able to reach a conclusion that Shiv controls	14:41:42
23	DGS and Mid-South?	14:41:45
24	MR. MURPHY: Objection to form.	14:41:47
25	A At this time, we have -- we're still	14:41:52

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1	evaluating the claim in its totality and we have	14:41:54
2	not concluded our investigation.	14:41:58
3	Q I understand that, but are you	14:42:00
4	investigating the question of whether Shiv	14:42:02
5	controls Mid-South and/or DGS?	14:42:04
6	Are you currently investigating that? And	14:42:10
7	if so, how?	14:42:12
8	MR. MURPHY: Objection as to form,	14:42:14
9	multiple questions.	14:42:16
10	A We have not made a final determination on	14:42:22
11	that yet, on that item.	14:42:25
12	Q Well, what items --	14:42:28
13	A As I stated, we're still investigating and	14:42:29
14	evaluating the claim that's been alleged under the	14:42:31
15	policy.	14:42:35
16	Q Well, what aspects of IP's claim for this	14:42:35
17	employee-theft scheme have you made a	14:42:39
18	determination on? Not the entire claim. I	14:42:42
19	understand you said that you haven't made a final	14:42:45
20	decision. But what aspects of the claim have you	14:43:03
21	reached a conclusion on after four years of	14:42:51
22	investigation?	14:42:56
23	MR. MURPHY: Objection, overbroad.	14:42:57
24	A Again, we're still evaluating the claim	14:43:04
25	and the materials that have been provided thus far	14:43:09

1 from the insured. We have not made a final
2 determination with regards to an
3 employee-dishonesty matter under the policy.

4 Q So, you can't say as you sit here today
5 that you at least would acknowledge that Shiv
6 controls DGS; is that right?

7 MR. MURPHY: Objection as to form, and
8 asked and answered.

9 A As previously stated, we have not made a
10 final determination on this claim matter.

11 Q And as you sit here today, four years into
12 the investigation, you cannot acknowledge that
13 Shiv Kumar controlled Mid-South Diversity Group;
14 is that right?

15 MR. MURPHY: Objection as to form, asked
16 and answered.

17 A Again, we're still investigating this
18 matter and we have not made a final determination
19 on that item.

20 Q If you look at the paragraph, the last
21 full paragraph on page 8 of Exhibit 7, the
22 paragraph that starts with the statement: IP
23 Specialty Chemicals Group provided chemicals to
24 the IP mills to operate the mills and provide
25 certain --

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1	A I'm sorry, which -- which page are you on?	14:44:35
2	Q Page 8 of Exhibit 7, the same page we were	14:44:38
3	just looking at, the last full paragraph at the	14:44:40
4	bottom, that starts with the phrase "IP Specialty	14:44:45
5	Chemicals Group."	14:44:51
6	Do you see that?	14:44:51
7	A Yes, I do.	14:44:52
8	Q Go to the last sentence of that paragraph,	14:44:53
9	it says -- I'm sorry, the second to the last	14:44:56
10	paragraph. It says: Thus, it was impossible for	14:45:01
11	IP to contract with diverse companies to	14:45:04
12	manufacture the chemicals required by the	14:45:09
13	Specialty Chemicals Group. As a result, IP	14:45:11
14	entered into other arrangements with diverse or	14:45:14
15	minority-owned businesses to meet the goals of its	14:45:17
16	diversity supplier program and the requirements of	14:45:20
17	its customers.	14:45:23
18	Do you see that?	14:45:24
19	A I do.	14:45:25
20	Q What requirements of what customers are	14:45:26
21	you referring to in this answer by Beazley?	14:45:29
22	A Which customers? Can you repeat the	14:45:50
23	question, again?	14:45:56
24	Q Yes. Beazley is saying in your verified	14:45:58
25	interrogatory answers that: IP entered into	14:46:01

1 arrangements with diverse or minority-owned 14:46:05
2 businesses to meet the goals of its diversity 14:46:09
3 supplier program and the requirements of its 14:46:13
4 customers. 14:46:15

5 Do you see that sentence in your answer? 14:46:16

6 A Yes. 14:46:18

7 Q What are the requirements of International 14:46:18
8 Paper's customers that you're referring to there? 14:46:22

9 A For International Paper to have a diverse 14:46:25
10 meaning women and/or minority-owned businesses 14:46:38
11 within its supply chain. 14:46:42

12 Q And you aware that the only requirements 14:46:46
13 in any customer contract were reporting 14:46:51
14 requirements, not actual requirements for any 14:46:53
15 level of diversity spending, are you aware of 14:46:56
16 that? 14:47:00

17 MR. MURPHY: Objection as to form. 14:47:00

18 A I don't recall that specifically. 14:47:15

19 Q Are you aware of any customer of 14:47:17
20 International Paper that required that 14:47:20
21 International Paper do business with DGS? 14:47:22

22 A I don't recall that specifically. 14:47:33

23 Q Are you aware of any customer of 14:47:35
24 International Paper that required that 14:47:38
25 International Paper do business with Mid-South? 14:47:41

1	A I don't -- I don't recall that	14:47:54
2	specifically.	14:47:55
3	Q Isn't it true that International Paper	14:47:56
4	could have not done business with DGS and	14:48:01
5	Mid-South and still fulfilled its contractual	14:48:05
6	requirements with its customers?	14:48:09
7	A Could you repeat the question again,	14:48:17
8	please?	14:48:32
9	Q There was no customer who mandated that	14:48:20
10	International Paper spend money with DGS; isn't	14:48:23
11	that right?	14:48:29
12	A Not that I recall.	14:48:29
13	Q And there is no customer of International	14:48:33
14	Paper that mandated that as part of its contract	14:48:35
15	with IP, that IP had to do business with	14:48:37
16	Mid-South; isn't that right?	14:48:41
17	A Not that I recall.	14:48:43
18	Q At the bottom of page 8, in the partial	14:48:47
19	paragraph at the bottom, it says: As part of its	14:49:00
20	operations, plaintiff utilized diverse or	14:49:05
21	minority-owned businesses. Plaintiff's supplier	14:49:07
22	diversity program was established in 1985.	14:49:10
23	Do you see that?	14:49:13
24	A Yes, I do.	14:49:14
25	Q The next sentence carries over to the next	14:49:16

1	page. It says: According to plaintiffs, Global	14:49:19
2	Sourcing policy and procedure manual, effective	14:49:23
3	March 1, 2019, the purpose of International	14:49:26
4	Paper's supplier diversity program is to promote	14:49:29
5	growth and development of diverse businesses. The	14:49:33
6	company will source its goods and services	14:49:36
7	requirements on a competitive basis to obtain the	14:49:38
8	greatest value in terms of quality, cost and	14:49:41
9	service.	14:49:44
10	Do you see that language?	14:49:44
11	A Yes, I do.	14:49:48
12	Q Do you understand that that was, in fact,	14:49:49
13	a purpose of International's diversity supplier	14:49:53
14	program, to source its goods and requirements on a	14:49:58
15	competitive basis to attain the greatest value in	14:50:02
16	terms of quality, cost and service?	14:50:06
17	A I see that sentence.	14:50:13
18	Q And that was part of the diversity	14:50:15
19	program. In addition to promoting the growth and	14:50:18
20	development of diverse businesses, the company was	14:50:21
21	directing its purchasing agents to source goods	14:50:25
22	and services on a competitive basis to attain the	14:50:28
23	greatest value in terms of quality, cost and	14:50:31
24	service; isn't that right?	14:50:35
25	A Can you repeat the questions again,	14:50:43

1 please?

14:50:47

2 Q Right. Would you agree that as part of
3 International Paper's Global Sourcing policy and
4 procedural manual, it stated that the purpose of
5 International's supplier diversity program was not
6 only to promote the growth and development of
7 diverse businesses, but to source its goods and
8 services requirements on a competitive basis to
9 attain the greatest value in terms of quality,
10 cost and service?

14:50:48

14:50:51

14:50:55

14:51:00

14:51:03

14:51:05

14:51:08

14:51:12

14:51:15

11 A Yes, I do see that section on page 9.

14:51:37

12 Q And you understand that International's
13 supplier diversity program did not allow for
14 spending money on diverse suppliers just to say
15 that they were spending money on diverse
16 suppliers, that those diverse suppliers had to
17 provide the greatest value in terms of quality,
18 cost and service; isn't that right?

14:51:41

14:51:46

14:51:51

14:51:54

14:51:57

14:52:00

14:52:04

19 MR. MURPHY: Objection as to form.

14:52:06

20 A I do see that section, yes, the quoted
21 section.

14:52:12

14:52:18

22 Q Right. But I was asking, beyond that
23 quoted section, you understand that the supplier
24 diversity program of International did not provide
25 that purchasing agents were to give money to

14:52:19

14:52:22

14:52:27

14:52:31

1 diverse suppliers just because they were diverse,
2 but, rather, they also had to meet the
3 characteristics of providing the greatest value to
4 IP in terms of quality, cost and service?

14:52:34

14:52:37

14:52:44

14:52:48

5 MR. MURPHY: Objection as to form.

14:52:53

6 A I mean, I do understand what that means,
7 yes.

14:52:58

14:53:02

8 Q Okay. So, that means IP was not seeking
9 to spend money on diversity suppliers, like DGS or
10 Mid-South, unless they were giving the greatest
11 quality, cost and service in return; isn't that
12 right?

14:53:03

14:53:11

14:53:16

14:53:19

14:53:21

13 MR. MURPHY: Objection as to form.

14:53:21

14 A Can you repeat the question, again,
15 please?

14:53:24

14:53:29

16 Q Right. International Paper was not
17 looking to spend money with DGS or Mid-South
18 unless they were providing a greatest value in
19 terms of quality, cost and service; isn't that
20 right?

14:53:29

14:53:31

14:53:37

14:53:40

14:53:44

21 MR. MURPHY: Same objection.

14:53:44

22 A I'm just referring to the document on the
23 screen again.

14:53:51

14:53:53

24 Okay. Yes, it did come from their -- the
25 insured's manual.

14:54:15

14:54:19

1 Q Okay. Now, look at the next paragraph on 14:54:20
2 page 9 of this Exhibit 7. It starts by saying -- 14:54:22
3 and, again, this is Beazley talking in its 14:54:26
4 interrogatory answer. Beazley says, quote: IP 14:54:29
5 received significant benefits from doing business 14:54:32
6 with diverse or minority-owned businesses, 14:54:35
7 including DGS and Mid-South, regardless of the 14:54:38
8 goods or services provided by those companies. 14:54:41

9 So, my question to you is, what were those 14:54:44
10 significant benefits that IP received from DGS and 14:54:47
11 Mid-South that Beazley is referring to in these 14:54:51
12 answers? 14:54:54

13 A Can you repeat that question, please? 14:55:07

14 Q Yes. In this paragraph on page 9 of 14:55:09
15 Exhibit 7, Beazley is saying that IP receives 14:55:12
16 significant benefits from doing business with 14:55:16
17 diverse or minority-owned businesses, including 14:55:18
18 DGS and Mid-South, regardless of the goods or 14:55:22
19 services provided by those companies. 14:55:26

20 My question to you is, what significant 14:55:27
21 benefits did IP get from doing business with DGS 14:55:30
22 and Mid-South as referenced in Beazley's answer 14:55:33
23 here? 14:55:37

24 A Well, I would refer to the actual response 14:55:44
25 where it makes reference to tax benefits, among 14:55:49

1	other reasons.	14:55:54
2	Q Okay. Let's talk about tax benefits.	14:55:56
3	What tax benefits is Beazley contending	14:55:58
4	that International received as a result of doing	14:56:05
5	business with DGS and Mid-South?	14:56:07
6	A We're still investigating that.	14:56:16
7	Q Well, were you aware that International	14:56:20
8	Paper has stated in discovery responses and in	14:56:24
9	testimony that there is no tax benefit that it	14:56:29
10	obtained from doing business with DGS around	14:56:31
11	Mid-South?	14:56:36
12	Are you aware of that fact?	14:56:36
13	MR. MURPHY: Ms. Ellis, did you hear the	14:56:41
14	entire question that time?	14:56:43
15	THE WITNESS: Yes, I did.	14:56:48
16	MR. MURPHY: Okay. You can respond.	14:56:50
17	A We're still looking at that particular	14:57:04
18	item.	14:57:06
19	Q Well, what are you looking at?	14:57:06
20	International has already said it didn't get any	14:57:09
21	tax benefits from doing business with DGS or	14:57:12
22	Mid-South. Do you not believe International Paper	14:57:15
23	when it says that?	14:57:18
24	A Well, they did make reference to -- other	14:57:31
25	piece here, it says: On average, the supplier	14:57:42

1 diversity program was a benefit to International 14:57:45
2 Paper. 14:57:52

3 Q You're quoting something about diversity 14:57:52
4 supplier programs in general. 14:57:57

5 I'm talking about DGS and Mid-South. 14:58:00

6 Isn't it the case that International Paper 14:58:06
7 did not receive any tax benefits from doing 14:58:08
8 business with DGS or Mid-South during the relevant 14:58:12
9 period of loss, which is 2011 to 2019; isn't that 14:58:16
10 right? 14:58:27

11 A I don't recall on that particular item. 14:58:27

12 Q Well, as you sit here today, having 14:58:31
13 investigated this issue for four years, does 14:58:34
14 Beazley have any evidence to suggest that 14:58:36
15 International Paper got some tax benefit from 14:58:41
16 doing business with DGS and Mid-South? 14:58:42

17 A I don't recall that specific item. 14:58:53

18 Q So, as you sit here today, you can't 14:58:58
19 identify any tax benefit that International Paper 14:59:01
20 received from doing business with DGS or 14:59:04
21 Mid-South; is that correct? 14:59:09

22 A I don't recall specifically on that 14:59:12
23 particular item. 14:59:14

24 Q Well, is Beazley withdrawing its statement 14:59:20
25 that International Paper received some tax benefit 14:59:25

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1	from doing business with DGS and Mid-South?	14:59:29
2	A We're continuing our investigation at this	14:59:37
3	point.	14:59:41
4	Q What tax investigation is Beazley	14:59:41
5	currently doing to determine whether International	14:59:44
6	Paper has gotten some tax benefit from doing	14:59:50
7	business with DGS and Mid-South, even though	14:59:52
8	International Paper has provided sworn discovery	14:59:56
9	responses that it has not received such benefits?	14:59:59
10	A Well, I'm referring to the overall	15:00:05
11	investigation is still ongoing.	15:00:08
12	Q Right. But what specifically in the	15:00:11
13	investigation is investigating that point such	15:00:14
14	that you won't concede that IP is telling the	15:00:17
15	truth whenever it tells you that it did not	15:00:22
16	receive tax benefits from doing business with DGS	15:00:25
17	and Mid-South?	15:00:29
18	A I don't recall on that particular item.	15:00:41
19	MR. SYLVESTER: Okay. Why don't we take a	15:00:46
20	short break. We've been going for about an hour	15:00:48
21	and 15 minutes. Come back in 10 minutes?	15:00:50
22	THE VIDEOGRAPHER: We are going off the	15:00:53
23	record. The time is 3:00 p.m.	15:00:55
24	(Off the record.)	15:00:56
25	THE VIDEOGRAPHER: We are back on the	15:12:27

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1	record. The time is 3:12 p.m.	15:12:28
2	BY MR. SYLVESTER:	
3	Q Ms. Ellis, I put before you what we've	15:12:31
4	marked as Exhibit 22.	15:12:34
5	(Marked for identification Exhibit 22,	15:12:36
6	Beazley Insurance Company's Responses to	15:12:39
7	Plaintiff's Second Set of Interrogatories.)	15:12:42
8	Q And it's entitled: Defendant Beazley	15:12:37
9	Insurance Company's Responses to Plaintiff's	15:12:39
10	Second Set of Interrogatories.	15:12:42
11	Do you have those before you?	15:12:43
12	A Yes, I do.	15:12:46
13	Q And I believe you were referring to these	15:12:47
14	as a document that you had in hard copy there at	15:12:51
15	your desk when we were discussing meetings and	15:12:55
16	communications between Beazley and representatives	15:12:59
17	of Jag and Shiv.	15:13:02
18	Do you recall that discussion we had?	15:13:04
19	A Yes.	15:13:07
20	Q So, if you would, turn to the page 5 of	15:13:08
21	this document, page numbered 5 of Exhibit 22, and	15:13:13
22	specifically the paragraph that begins discussing	15:13:19
23	the different telephone calls that Beazley	15:13:24
24	representatives had with representatives of Jag	15:13:29
25	and Shiv.	15:13:38

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1	Do you have that paragraph on page 5?	15:13:38
2	There were also four telephone calls?	15:13:41
3	A Yes, I see that paragraph.	15:13:45
4	Q Okay. So, each one of these phone calls	15:13:49
5	took place, it looks like, in 2021. The first one	15:13:51
6	on June 16th, 2021, Caralisa Connell, who is at	15:13:57
7	the Clark Hill firm, and Howard Mannis, which is	15:14:05
8	counsel for one of the defendants then, Jag, had a	15:14:08
9	phone conversation.	15:14:14
10	And then secondly, on June 21, 2021,	15:14:15
11	Ms. Connell and Michael Keeley of the Clark Hill	15:14:21
12	firm, as well as Delaney Beier of the Clark Hill	15:14:25
13	firm, spoke again with Mr. Mannis about this	15:14:30
14	claim.	15:14:32
15	And then the third call is listed at	15:14:33
16	July 20th, 2021, where Mr. Keeley and Ms. Caralisa	15:14:37
17	Connell spoke with Mr. Mannis again and other	15:14:48
18	lawyers for Jag and Shiv regarding a July 13th	15:14:49
19	meeting and additional requests for information.	15:14:52
20	And then on September 29th, 2021,	15:14:54
21	Ms. Connell and Mr. Mannis discussed the insured's	15:14:59
22	investigation of IP's claim and settlement	15:15:04
23	discussions relating to IP's claims against	15:15:07
24	Mr. Jag and Mr. Kumar.	15:15:11
25	Do you see those references to those	15:15:12

1	telephone conversations between your counsel and	15:15:16
2	counsel for Jag and Shiv?	15:15:18
3	A Yes, I do.	15:15:21
4	Q None of those telephone calls were	15:15:22
5	revealed to International Paper at or about the	15:15:28
6	time those calls were taking place, right?	15:15:30
7	A Not to my knowledge.	15:15:34
8	Q And then it says there was a meeting on	15:15:35
9	July 13th, 2021, in Memphis with respect to dates,	15:15:40
10	methods and contents -- oh, I'm sorry. Strike	15:15:45
11	that.	
12	It says that -- but there was a meeting on	15:15:49
13	July 13th in Memphis in which Beazley's coverage	15:15:52
14	counsel, Mr. Keeley and Ms. Connell from Clark	15:15:56
15	Hill, and Mr. Jagannath's attorneys, Mr. Mannis	15:16:00
16	and Mr. Simpson, and Mr. Kumar's attorney,	15:16:04
17	Mr. Ballin, all attended that meeting, right?	15:16:08
18	A Yes.	15:16:13
19	Q And, again, the contents of that meeting	15:16:14
20	were not revealed to International Paper at the	15:16:17
21	time the meeting took place, right?	15:16:21
22	A Not to my knowledge.	15:16:23
23	Q And if you go back to your notes in your	15:16:24
24	claim notes on Exhibit 18, page numbered 18, you	15:16:35
25	make reference to at least the meeting.	15:16:39

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1	Tell me when you have gotten there. It's	15:16:44
2	the page numbered 18 at the bottom, which is Bates	15:16:48
3	number ending in 303. You have a note of August	15:16:57
4	5th, 2021, at 3:44 p.m.	15:17:00
5	Do you see that?	15:17:02
6	A Yes.	15:17:03
7	Q Okay. And your prior note, by the way, is	15:17:06
8	in February of 2021.	15:17:08
9	So, when these calls are taking place in	15:17:10
10	June of 2021, and the meeting in July of 2021, you	15:17:20
11	didn't enter a note until August 5th of 2021; is	15:17:23
12	that right?	
13	There is nothing in between February 10th,	15:17:27
14	2021, and August 5th, 2021, correct?	15:17:29
15	A In the notes, correct.	15:17:35
16	Q And so, is your first internal note about	15:17:36
17	these communications taking place unknown to	15:17:47
18	International Paper between Beazley's counsel and	15:18:05
19	Jag and Shiv's counsel, that first reference in	15:17:52
20	your note is August 5th, 2021; is that right?	15:17:55
21	MR. MURPHY: Objection as to form.	15:17:58
22	You can answer.	15:17:59
23	A From my note?	15:18:11
24	Q Yes. Is that your first note talking	15:18:12
25	about all of these communications between your	15:18:14

1 counsel and Jag and Shiv's counsel unbeknownst to 15:18:16
2 International Paper? 15:18:20
3 MR. MURPHY: Objection as to form. 15:18:21
4 You can answer. 15:18:23
5 A That's the first note entry that I made. 15:18:26
6 Q Okay. And by the way, just for chronology 15:18:30
7 purposes, I see the February 2021 note is listed 15:18:43
8 by Antonio Trotta, and then you're listing a note 15:18:47
9 August 5th of 2021, right? 15:18:52
10 A Yes, that's the date of the note. 15:18:55
11 Q And if you go to the next page, it shows 15:18:58
12 you entering a note in September of 2020, and 15:19:03
13 obviously this -- these claim file notes go in 15:19:10
14 reverse chronological order. So, you entered a 15:19:13
15 note September 2, 2020. And then it shows notes 15:19:20
16 from Antonio Trotta from November of 2020, through 15:19:25
17 February of 2021. 15:19:30
18 Is that a period when he had taken over 15:19:32
19 responsibility for the claim, from you, and then 15:19:37
20 it was given back to you sometime between February 15:19:40
21 and August of 2021? 15:19:43
22 A Yes, that's correct. 15:19:47
23 Q Does that refresh your recollection as to 15:19:48
24 when specifically you took over for Mr. Trotta, 15:19:51
25 the second time when he left the company? 15:19:56

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1	Do you remember when in 2021 that	15:20:01
2	occurred?	15:20:03
3	A Well, as stated previously, it was either	15:20:04
4	July or August of 2021. I don't have the exact	15:20:08
5	date, but that was the time period of when he	15:20:13
6	left, approximately.	15:20:16
7	Q Okay. So, in your August 5th, 2021, note,	15:20:18
8	halfway through it, after you say that the insured	15:20:24
9	has submitted 130,000 documents for review to	15:20:29
10	date, you said, quote: We have meet -- I think	15:20:33
11	you meant "met" -- with the principal and his	15:20:36
12	attorney June 2021.	15:20:40
13	Now, I think you testified earlier that's	15:20:41
14	a mistake. There was no meeting with Jag himself,	15:20:44
15	just his attorneys; is that correct?	15:20:48
16	MR. MURPHY: Objection as to form.	15:20:49
17	You can answer.	15:20:50
18	A I -- I don't recall if it was him	15:20:53
19	directly, but I believe it was with just his	15:20:57
20	attorneys. I don't recall if he was present, as	15:21:01
21	well.	15:21:03
22	Q Okay. But it goes on to say: And they	15:21:04
23	have alleged the diversity vendor program with the	15:21:07
24	insured may not have included pricing	15:21:10
25	considerations and that same only needed to	15:21:13

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1	provide value.	15:21:16
2	What did you mean by that note?	15:21:19
3	A Hold on a second. Which date of the note	15:21:22
4	are you --	15:21:44
5	Q August 5th, 2021.	15:21:45
6	A Still the August.	15:21:47
7	Q After you mentioned that the insured	15:21:48
8	submitted a proof of loss for 32 million and the	15:21:50
9	insured has submitted 130,000 documents for	15:21:53
10	review, you said: We have meet with the principal	15:21:56
11	and his attorney June 2021, and they have alleged	15:21:59
12	the diversity vendor program with the insured may	15:22:04
13	not have included pricing considerations and that	15:22:07
14	same only needed to provide value.	15:22:10
15	Do you see that?	15:22:12
16	A Yes.	15:22:15
17	Q What did you mean by that? What were they	15:22:16
18	telling you?	15:22:20
19	A That was coming from an update provided by	15:22:44
20	our coverage counsel at the time.	15:22:50
21	Q And that was Clark Hill, Mr. Keeley and	15:22:52
22	Ms. Connell; is that right?	15:22:55
23	A Yes. Well, as far as relaying what	15:22:59
24	occurred during the meetings or was presented	15:23:04
25	during the meetings.	15:23:07

1 Q Okay. Well, what did you understand that 15:23:09
2 to mean when you write that they, referring to Jag 15:23:11
3 and his representatives, have alleged the 15:23:16
4 diversity vendor program with the insured may not 15:23:19
5 have included pricing considerations and that same 15:23:22
6 only needed to provide value? 15:23:25

7 A Well, at the time, we had limited 15:23:33
8 information on that, so I was just updating the 15:23:34
9 file note based on what was presented at that 15:23:40
10 time. 15:23:43

11 Q But what kind of value did they say that 15:23:48
12 diverse suppliers needed to provide under the 15:23:50
13 diversity vendor program at International Paper? 15:23:54

14 A I don't recall how value was defined. 15:23:57

15 Q You go on to say in your note: That same 15:24:04
16 indicated they could provide information to 15:24:09
17 support same. 15:24:11

18 What did you mean by that? 15:24:13

19 A It's referring back to value, but what 15:24:15
20 that would have entailed, we didn't have that 15:24:24
21 information. 15:24:27

22 Q Well, what information was being offered 15:24:29
23 by Jag or his representatives to support what they 15:24:34
24 were saying about having to provide value? 15:24:39

25 A Well, the type or -- the type of value -- 15:24:45

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1	Q What --	15:24:51
2	A -- wasn't defined.	15:24:51
3	Q Well, what information were they promising	15:24:53
4	to provide?	15:24:56
5	A I don't recall the specifics of what	15:24:59
6	information they indicated they may have had.	15:25:01
7	Q Well, what information did they provide to	15:25:07
8	you?	15:25:10
9	A I don't recall what was provided with	15:25:13
10	respect to that item.	15:25:17
11	Q Well, when you wrote this, what did you	15:25:24
12	understand that they were promising to provide to	15:25:26
13	support their position that Jag was not a thief?	15:25:29
14	A Well, as -- as stated in my note,	15:25:37
15	something to demonstrate value. But the type	15:25:40
16	of -- of alleged value, purported value, I didn't	15:25:44
17	have that information at the time I wrote the	15:25:49
18	note.	15:25:53
19	Q Did they ever provide you that information	15:25:53
20	to support the value that they were allegedly	15:25:55
21	providing through DGS and Mid-South?	15:26:00
22	A I don't recall specifically what, if	15:26:06
23	anything, they provided.	15:26:12
24	Q Let's go back to Exhibit 22, your answers	15:26:13
25	to the second set of interrogatories. And go to	15:26:18

1 page 5, if you would.

15:26:29

2 Do you see at the bottom of page 5 again
3 the reference to the meeting that took place, the
4 secret meeting on July 13th, 2021, between
5 Beazley's counsel and Jag and Shiv's counsel that
6 International Paper was not advised about?

15:26:39

15:26:40

15:26:42

15:26:46

15:26:51

7 A I see the reference to the meeting.

15:26:55

8 Q And then it says at the top of page 6: At
9 the meeting, the parties discussed...

15:27:03

15:27:05

10 Do you see that on the second and third
11 line?

15:27:07

15:27:10

12 A Yes.

15:27:12

13 Q It says: Mr. Jagannath's employment at
14 IP, including his background at the company,
15 generally, and more specifically, relating to the
16 allegations that are the subject of the claim,
17 including IP's diversity supplier program, the
18 relationship between Mr. Jagannath and Mr. Kumar,
19 and Diversified Global Sourcing, Inc., and
20 Mid-South Diversity Group retention as diverse
21 suppliers, IP's agreements with Mr. Kumar, DGS and
22 Mid-South, Mr. Jagannath's draft counterclaim in
23 International Paper versus Sitaraman Jagannath, et
24 al.

15:27:13

15:27:17

15:27:20

15:27:23

15:27:26

15:27:31

15:27:34

15:27:38

15:27:41

15:27:45

15:27:51

15:27:55

25 Do you see that?

15:27:55

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1	A I do.	15:27:57
2	Q Is that where Beazley got a copy of the	15:27:58
3	draft counterclaim that Jag's lawyers were	15:28:01
4	proposing to file in the civil lawsuit?	15:28:08
5	A I don't recall if it was provided at the	15:28:20
6	meeting, but it was provided --	15:28:22
7	Q And, again --	15:28:27
8	A -- draft counterclaim.	15:28:29
9	Q Right. Draft counterclaim.	15:28:30
10	And then it says: And the role of other	15:28:32
11	diverse suppliers at IP, like KBG Technologies and	15:28:37
12	Chou Chemicals, which counsel for Mr. Jagannath	15:28:44
13	and Mr. Kumar claim to operate in a similar manner	15:28:47
14	as DGS and Mid-South.	15:28:47
15	Do you see that?	15:28:50
16	A I do.	15:28:50
17	Q And then finally, it says: Beazley did	15:28:51
18	not reach any conclusion regarding the accuracy	15:28:53
19	and reliability of the information obtained during	15:28:56
20	the aforementioned emails, calls and meeting.	15:28:58
21	Do you see that statement?	15:28:59
22	A I do.	15:29:03
23	Q And that meeting took place, as is	15:29:03
24	reflected in this interrogatory answer, on	15:29:08
25	July 13th, 2021, which is some two and a half	15:29:12

1	years ago.	15:29:18
2	So, here we are now in December of 2023.	15:29:19
3	Has Beazley now reached conclusions regarding the	15:29:23
4	accuracy and reliability of the information that	15:29:27
5	was relayed to them by Mr. Jag and Mr. Shiv's	15:29:30
6	lawyers at that meeting?	15:29:35
7	A With respect to what in particular?	15:29:48
8	Q The information that's listed here about	15:29:52
9	IP's agreements, about the relationships between	15:29:59
10	Mr. Jagannath and Mr. Kumar and DGS and Mid-South	15:30:03
11	about the role of other diverse suppliers.	15:30:07
12	Have you now reached any conclusions about	15:30:11
13	whether Jag and Shiv were giving you accurate	15:30:14
14	information through their lawyers when you had the	15:30:19
15	secret meeting in July of 2021?	15:30:21
16	A Beazley hasn't made a final determination	15:30:26
17	on that particular item.	15:30:31
18	Q If you go back a page, at the bottom of	15:30:35
19	page 5, I guess, there's a middle paragraph, the	15:30:41
20	last sentence of the middle paragraph on page 5.	15:30:47
21	And, again, we're looking at Exhibit 22, these	15:30:50
22	interrogatory answers of Beazley. It says: On	15:30:52
23	September 29th, 2021 -- and this is after the	15:30:58
24	meeting -- Ms. Connell and Mr. Mannis discussed	15:31:01
25	the insured's investigation of IP's claim and	15:31:05

1	settlement discussions relating to IP's claims	15:31:09
2	against Mr. Jagannath and Mr. Kumar.	15:31:12
3	Do you see that?	15:31:15
4	A I do.	15:31:18
5	Q What settlement discussions did Beazley's	15:31:19
6	lawyers have with Jag's lawyer, Mr. Mannis, in	15:31:23
7	connection with IP's claim?	15:31:30
8	A I don't recall the -- any details of a	15:31:36
9	settlement discussion.	15:31:49
10	Q Well, do you recall generally what were	15:31:52
11	they talking about when it references settlement	15:31:55
12	discussions being discussed?	15:31:57
13	A I don't recall with any specificity that	15:32:07
14	there were -- with any -- that there were any	15:32:10
15	settlement discussions.	15:32:14
16	Q Okay. Can you go back to your claim	15:32:18
17	notes, Exhibit 18, on page 14, tell me when you're	15:32:20
18	there.	15:32:38
19	A I'm on page 14.	15:32:38
20	Q The bottom of page 14, there's a note	15:32:40
21	dated October 21, 2021, that you entered into the	15:32:44
22	claim notes. Do you see that?	15:32:47
23	A Yes.	15:32:51
24	Q And if you continue to the next page after	15:32:57
25	all the blacked-out portion of that note, there's	15:33:03

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1	an unblacked-out portion of your note on	15:33:07
2	October 21.	15:33:10
3	Do you see it? It says: We have also	15:33:11
4	obtained a copy...	15:33:15
5	Do you see that?	15:33:20
6	A On page 14?	15:33:21
7	Q 15. We're now looking at page 15. It's a	15:33:30
8	continuation of your October --	15:33:35
9	A Yes, I see it.	15:33:36
10	Q It's a continuation of your note dated	15:33:37
11	October 21, 2021. It says: We have also obtained	15:33:40
12	a copy of the counterclaim filed by Jag, the	15:33:47
13	reported dishonest employee, against IP.	15:33:51
14	Okay. So, as of that date, October of	15:33:53
15	'21, you had this draft counterclaim in your	15:33:57
16	hands, right?	15:34:01
17	A Yes.	15:34:06
18	Q And you didn't show it to International	15:34:07
19	Paper when you got it, right?	15:34:08
20	A We did not share the draft with them.	15:34:12
21	Q Did you agree --	15:34:14
22	(Indiscernible crosstalk.)	15:34:16
23	Q Did you agree with Jag's lawyers that, in	15:34:17
24	order to get it, you would not show it to	15:34:20
25	International Paper?	15:34:22

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1	Did you have that agreement with them?	15:34:23
2	A I don't recall if we had an agreement to	15:34:30
3	share a draft complaint with the insured.	15:34:32
4	Q But is that why you didn't share it with	15:34:37
5	IP, your policyholder, because you promised Jag	15:34:39
6	and Shiv that if they showed it to you, you	15:34:43
7	wouldn't show it to IP; was that the deal?	15:34:46
8	A I don't -- I don't recall if that was	15:34:50
9	the -- the rationale.	15:34:54
10	Q Your note says: It alleges -- "it"	15:34:59
11	referring to the countercomplaint -- the	15:35:01
12	following, among other item: IP's decision to use	15:35:04
13	DGS as an IP supplier and/or diversity supplier	15:35:07
14	predated Mr. Jagannath having a position at IP in	15:35:12
15	which he had any input or influence over IP	15:35:16
16	utilizing any diversity supplier, including DGS.	15:35:19
17	Do you believe that to be true?	15:35:23
18	A I don't recall the exact dates of his	15:35:27
19	employment capacities with IP and when either DGS	15:35:34
20	or Mid-South were part of their diversity program.	15:35:41
21	Q Okay. It goes on to say: Thus, as of the	15:35:47
22	time IP decided to utilize DGS after fully vetting	15:35:51
23	and certifying that DGS was capable of meeting	15:35:56
24	IP's diversity supplier company needs,	15:36:00
25	Mr. Jagannath was not in a position to have played	15:36:01

1 any role and, therefore, could not have played any 15:36:03
2 role in the decision-making process. 15:36:06

3 That's going on to page 16. 15:36:15

4 Do you believe that information now after 15:36:17
5 you have seen all of the discovery in this case, 15:36:21
6 that Jag had no role in the decision-making 15:36:24
7 process to do business with DGS? 15:36:28

8 A He was not the sole decision-maker. 15:36:38

9 Q Right. But do you -- do you believe that 15:36:43
10 he had no role in that decision making? That's 15:36:51
11 what he's saying here in your note. Mr. Jagannath 15:36:57
12 was not in the position to have played any role 15:37:00
13 and, therefore, could not have played any role in 15:37:03
14 that decision-making process. 15:37:06

15 Do you believe that based on your 15:37:07
16 investigation? 15:37:10

17 A Well, that statement is referring back to 15:37:32
18 the previous sentences in that note. 15:37:37

19 Q Which previous sentence? 15:37:42

20 A The sentences beginning with "thus, as 15:37:51
21 of"... 15:37:58

22 Q Thus, as of the time IP decided to utilize 15:37:58
23 DGS after fully vetting and certifying that DGS 15:38:04
24 was capable of meeting IP's diversity supplier
25 company's needs, Mr. Jagannath was not in a 15:38:10

1	position to have played any role.	15:38:12
2	Is that what you're talking about?	15:38:14
3	A Yes.	15:38:16
4	Q Do you believe that DGS was fully vetted	15:38:17
5	and certified, that DGS was capable of meeting	15:38:22
6	IP's diversity supplier company needs?	15:38:26
7	A We understand that they were part of the	15:38:31
8	insured's diversity program.	15:38:34
9	Q Right. You saw evidence that they were	15:38:36
10	certified as a diversity supplier, right?	15:38:39
11	A That they were part of the -- that they	15:38:44
12	were part of the insured's diversity supplier	15:38:49
13	program, yes.	15:38:52
14	Q Right. But you heard testimony that, in	15:38:53
15	terms of determining whether they were qualified	15:38:56
16	to meet the needs of any particular contract, that	15:38:58
17	was up to the buyer to decide that. That was not	15:39:01
18	up to the diversity supplier program to decide	15:39:04
19	that.	15:39:07
20	Do you recall that testimony in the record	15:39:08
21	of this case?	15:39:10
22	A I don't recall that specifically.	15:39:14
23	Q Well, if that's true, then Jag is not	15:39:18
24	telling the truth that he had no role in	15:39:21
25	determining whether they were capable of	15:39:24

1 satisfying contractual requirements; isn't that 15:39:28
2 right? 15:39:54

3 A Can you repeat your question, please? 15:39:54

4 Q If the only thing that IP diversity 15:39:57
5 supplier program certified was that DGS was a 15:40:00
6 diverse supplier, but not that it had the 15:40:06
7 capability of meeting any particular needs, and 15:40:08
8 that that was the decision of the buyer for IP, 15:40:12
9 which in this case was Jag, then his statement 15:40:17
10 that he had no role in determining whether DGS was 15:40:21
11 capable of meeting company needs is false, isn't 15:40:25
12 it? 15:40:28

13 A I can't really comment on the accuracy of 15:40:46
14 his previous representations with respect to Jag. 15:40:50

15 Q Okay. Go back to Exhibit 7, which were 15:40:56
16 your interrogatory answers to the first set of 15:41:04
17 interrogatories. Then page 10 is where I'm at on 15:41:07
18 Exhibit 7. 15:41:23

19 Do you have that? 15:41:24

20 A Yes, I do. 15:41:26

21 Q Well, let me go back. I'm sorry, go back 15:41:27
22 to page 9. Remember when we talked about 15:41:43
23 significant benefits allegedly provided by DGS and 15:41:46
24 Mid-South for doing business with IP? 15:41:50

25 Do you recall that discussion on page 9, 15:42:02

1 where it said, quote: IP received significant
2 benefits from doing business with diversity or
3 minority-owned businesses, including DGS and
4 Mid-South, regardless of the goods or services
5 provided by those companies.

6 Do you see that statement by Beazley in
7 your interrogatory answer?

8 A Yes.

9 Q So, if this arrangement was so beneficial
10 for International Paper to do business with DGS
11 and Mid-South, why did International Paper fire
12 Jag when it learned about his doing business with
13 his brother's company at DGS and Mid-South?

14 A My understanding was due to his failure to
15 disclose the relationship.

16 Q Okay. Then, if it was so beneficial for
17 IP to do business with DGS and Mid-South, why did
18 IP cut off immediately doing business with DGS and
19 Mid-South once it found out about this arrangement
20 between Jag and DGS and Mid-South?

21 Even if they fired Jag, why didn't they
22 keep doing business with DGS and Mid-South if it
23 was so beneficial to International Paper?

24 MR. MURPHY: Objection as to form.

25 A I can't speculate on their rationale.

1	Q Why did they sue DGS and Mid-South? Why	15:43:57
2	did International Paper sue DGS and Mid-South when	15:44:01
3	it found out about this arrangement?	15:44:05
4	Does that sound like something	15:44:07
5	International Paper would do if it thought that	15:44:10
6	the arrangement was so beneficial to itself?	15:44:11
7	MR. MURPHY: Objection as to form.	15:44:15
8	You can answer.	15:44:16
9	A I can't speak to the rationale of why the	15:44:17
10	insured chose to do that.	15:44:22
11	Q Well, does that sound like a company	15:44:26
12	that's happy with all of the benefits it's getting	15:44:36
13	with doing business with DGS and Mid-South, that	15:44:38
14	once it finds out about this arrangement between	15:44:41
15	Jag and his brother's companies, that they fire	15:44:45
16	Jag, that they cut off business with DGS and	15:44:47
17	Mid-South and that they file suit against them?	15:44:50
18	Does that sound like a company that thinks	15:44:52
19	it's getting a beneficial relationship by doing	15:44:54
20	business with Mid-South and DGS?	15:44:56
21	MR. MURPHY: Objection as to form,	15:44:59
22	compound, asked and answered.	15:45:00
23	A Again, I can't speak to International	15:45:03
24	Paper's rationale.	15:45:08
25	Q I know you can't speak to their rationale,	15:45:13

1 but doesn't it sound to you, given your degrees in 15:45:16
2 psychology and sociology and criminology, that a 15:45:20
3 company that was having such a beneficial 15:45:24
4 relationship with DGS and Mid-South, that once 15:45:26
5 they found out about the arrangement between Jag 15:45:30
6 and his brother's companies, that they would file 15:45:33
7 suit against them, cut off all contracts with them 15:45:38
8 and alert the criminal authorities and file a 15:45:43
9 criminal complaint? 15:45:46

10 Does that sound like a company that 15:45:47
11 thought it was having a very mutually beneficial 15:45:49
12 relationship with DGS and Mid-South? 15:45:51

13 MR. MURPHY: Objection as to form, calls 15:45:55
14 for speculation. 15:45:56

15 A I can't speak to the insured's corporate 15:46:01
16 mind-set with regard to that. 15:46:06

17 Q Well, what do you interpret from those 15:46:09
18 actions in your investigation of the claim to 15:46:11
19 determine whether, in fact, this was really theft 15:46:14
20 or was ordinary course of business as Jag alleged? 15:46:18

21 MR. MURPHY: Objection as to form. 15:46:24

22 A Well, I know the criminal matter was no 15:46:31
23 longer being pursued and the civil case has been 15:46:33
24 dismissed. 15:46:37

25 Q Right. And that's as a result of 15:46:44

1 settlement and Jag and Shiv's agreement to pay \$15 15:46:46
2 million back to International Paper. 15:46:50

3 But I'm talking about the initial actions 15:46:54
4 that IP took back in 2019 when it learned that Jag 15:46:57
5 was doing business with his brother's company, 15:47:03
6 DGS, and his brother's other company, Mid-South. 15:47:06

7 Does the actions of firing Jag, 15:47:11
8 terminating those contracts with DGS and 15:47:14
9 Mid-South, filing a criminal complaint, filing a 15:47:18
10 civil action, do those sound like the actions of a 15:47:21
11 company that thought it had a good and beneficial 15:47:25
12 relationship from doing business with DGS and 15:47:29
13 Mid-South? 15:47:35

14 MR. MURPHY: Same objection, asked and 15:47:36
15 answered. 15:47:39

16 A I can't speculate on that item. 15:47:39

17 Q Well, do you take those facts into 15:47:42
18 consideration when you're determining whether this 15:47:44
19 was theft on the one hand, as International Paper 15:47:46
20 contends, or whether it was just the ordinary 15:47:50
21 course of business, as Jag contends? 15:47:53

22 Do those actions inform you in your 15:47:57
23 investigation as to who's telling the truth and 15:47:59
24 who's lying? 15:48:02

25 MR. MURPHY: Observation as to form. 15:48:05

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1	A Again, they are both -- one has been	15:48:10
2	dismissed and one is not being pursued with regard	15:48:13
3	to the criminal investigation and the civil -- and	15:48:16
4	the civil action that was filed.	15:48:21
5	Q Right. And do you know why they are not	15:48:25
6	being pursued?	15:48:28
7	A Because the insured provided a full	15:48:30
8	release in the settlement agreement.	15:48:36
9	Q Right. And that release was in exchange	15:48:40
10	for payment of \$15 million from Jag and Shiv back	15:48:42
11	to the company; isn't that right?	15:48:47
12	A That was the approximate number from the	15:48:50
13	settlement agreement, yes.	15:48:54
14	Q Well, that's the exact number, isn't it,	15:48:55
15	from the settlement agreement?	15:48:57
16	A Well, can you just refer to the document?	15:49:02
17	I don't want to misspeak on the number, but...	15:49:04
18	Q Well, we've looked at it already. I don't	15:49:09
19	want to spend time digging it up again.	15:49:11
20	But, again, are you trying to make a	15:49:14
21	determination -- you said that your investigation	15:49:18
22	is continuing.	15:49:19
23	Is Beazley trying to make a determination	15:49:20
24	whether this is employee theft, on the one hand,	15:49:23
25	versus order course of business, as Jag contends?	15:49:25

1	Is that what you're investigating right	15:49:29
2	now and you haven't reached a conclusion yet?	15:49:31
3	MR. MURPHY: Objection as to form.	15:49:33
4	A Our investigation is we're determining	15:49:38
5	whether there was an employee theft that occurred	15:49:41
6	with respect to the insurance commercial crime	15:49:45
7	policy.	15:49:47
8	Q Right. And Jag told you in the secret	15:49:50
9	meetings that he didn't do that, that he was just	15:49:52
10	engaged in the ordinary course of business with	15:49:55
11	DGS and Mid-South; isn't that he told you?	15:49:58
12	MR. MURPHY: Objection to form and your	15:50:00
13	continued reference to, quote, "secret," unquote,	15:50:02
14	meetings.	15:50:05
15	A Can you repeat your question, please?	15:50:14
16	Q When you had the undisclosed meeting with	15:50:20
17	Jag and Shiv's lawyers, back in July of 2021,	15:50:23
18	wasn't Jag and Shiv trying to tell your lawyers	15:50:30
19	that this was not theft from International Paper,	15:50:33
20	but it was ordinary course of business	15:50:38
21	transactions between IP on the one hand and DGS	15:50:41
22	and Mid-South on the other?	15:50:47
23	A That's what was alleged.	15:50:56
24	Q And my question is, when you're doing your	15:51:01
25	investigation and you're looking at all of the	15:51:05

1 facts to determine is this employee theft or is
2 this ordinary course of business, do you think
3 that International Paper would have fired Jag,
4 filed a civil and criminal complaint against Jag
5 and Shiv and Mid-South and DGS and terminated all
6 contracts with DGS and Mid-South immediately if
7 this were just ordinary course of business for IP
8 that had been approved by Jag and his superiors?

9 MR. MURPHY: Objection as to form, vague,
10 compound.

11 You can answer, if you can.

12 A I can't speculate. I can't -- cannot
13 speculate on the insured's rationale for taking
14 the actions that you just laid out.

15 Q I'm not asking you to speculate. I'm
16 asking you, how do you process that information as
17 a claims handler who has to make a decision on who
18 to believe?

19 Do you believe your policyholder who says
20 they are victim of theft, or do you believe the
21 alleged thief?

22 You have to make some credibility
23 determinations, don't you, as to who's telling the
24 truth and who's lying? Don't you? Isn't that
25 part of what you do?

15:51:06
15:51:10
15:51:14
15:51:18
15:51:20
15:51:25
15:51:28
15:51:32
15:51:36
15:51:38
15:51:39
15:51:43
15:51:47
15:51:52
15:51:57
15:52:00
15:52:03
15:52:07
15:52:09
15:52:11
15:52:14
15:52:15
15:52:17
15:52:20
15:52:22

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1	MR. MURPHY: Objection as to form. Which	15:52:23
2	question do you want her to answer?	15:52:26
3	Q The question is, don't you make a	15:52:30
4	credibility determination as between your policy	15:52:33
5	on the one hand and the alleged thief, in this	15:52:35
6	case Jag on the other, in determining whether this	15:52:38
7	is employee theft or whether it's just ordinary	15:52:40
8	course of business, as Jag alleges?	15:52:43
9	A Well, we would conduct our -- a claim	15:52:51
10	investigation for determining an employee-	15:52:55
11	dishonesty matter under the policy to see if one	15:52:58
12	is actually -- if -- if it has actually occurred.	15:53:04
13	Q Can you turn to page 11 of Exhibit 7?	15:53:09
14	This is, again, further answer to	15:53:22
15	interrogatory number 2 in your answers to	15:53:23
16	interrogatories.	15:53:27
17	A You said page 11?	15:53:29
18	Q Bottom paragraph.	15:53:30
19	A You said page 11?	15:53:31
20	Q Yes, page 11. Yes. Do you have it?	15:53:32
21	A Okay.	15:53:35
22	Yes, I do.	15:53:39
23	Q Down at the bottom, at the end of that	15:53:40
24	page, the last couple sentences say: All or most	15:53:42
25	of the contracts, invoices and other transaction	15:53:47

1	data relating to Tier 1 suppliers do not reflect	15:53:49
2	any value-added services in exchange for this	15:53:54
3	markup. Where a Tier 1 supplier did provide some	15:53:57
4	form of additional service, e.g. transport,	15:54:00
5	processing, packaging, inventory management, bulk	15:54:03
6	purchases or distribution, the value of those	15:54:10
7	services did not approach the amount of the price	15:54:12
8	markup it charged to IP.	15:54:13
9	Do you see that?	15:54:16
10	A I -- I do.	15:54:17
11	Q And is this statement true with regard to	15:54:19
12	DGS, that the value of its services did not	15:54:21
13	approach the amount of price markup it was	15:54:27
14	charging to IP?	15:54:30
15	A We haven't made a determination on that.	15:55:06
16	Q Well, this doesn't qualify your statement.	15:55:10
17	I mean, the paragraph starts by saying: The	15:55:13
18	Specialty Chemicals Group did business with	15:55:16
19	diverse or minority-owned businesses in two ways,	15:55:18
20	referred to as Tier 1 and Tier 2 arrangements.	15:55:22
21	And then you go on to describe them.	15:55:25
22	A Correct.	
23	Q And then you say at the end, you say that:	15:55:28
24	All or most of the contracts, invoices and other	15:55:31
25	transaction data relating to Tier 1 suppliers did	15:55:34

1 not reflect any value-added services in exchange 15:55:38
2 for this markup. Where a Tier 1 supplier did 15:55:41
3 provide some form of additional service, 15:55:45
4 transport, process improvements, packaging, 15:55:48
5 inventory management, bulk purchases or 15:55:50
6 distribution, the value of those services did not 15:55:54
7 approach the amount of price markup it charged to 15:55:56
8 IP. 15:55:59

9 And I'm asking, when DGS was serving as a 15:55:59
10 Tier 1 supplier for IP, for Specialty Chemicals, 15:56:04
11 is your statement, as you made it in this answer 15:56:08
12 that you verified a couple of weeks ago, correct? 15:56:11

13 A This -- this statement is regard -- with 15:56:22
14 regards to all of the diverse and minority-owned 15:56:24
15 businesses within Specialty Chemicals. 15:56:31

16 Q And that includes DGS, right? 15:56:33

17 A They were one of the insured's diversity 15:56:39
18 suppliers. 15:56:43

19 Q Right. And this statement that the amount 15:56:46
20 of service they performed did not approach the 15:56:49
21 amount of the price markup it charged to IP, that 15:56:52
22 applies also to Mid-South, correct, which was also 15:56:56
23 a diverse supplier of IP, correct? 15:56:59

24 A Yes, they were a diverse supplier of IP. 15:57:04

25 Q Well, not only were they -- 15:57:08

1	(Indiscernible crosstalk.)	15:57:09
2	Q But I'm asking about the whole statement	15:57:09
3	that you made about Tier 1 suppliers.	15:57:11
4	When Mid-South was acting as a Tier 1	15:57:14
5	supplier, is it correct that Beazley contends that	15:57:17
6	even when they did provide some form of additional	15:57:23
7	service, the value of those services did not	15:57:26
8	approach the amount of the price markup it charged	15:57:30
9	to IP?	15:57:30
10	A And that statement is -- is what we're	15:57:35
11	saying with regards to all of the diverse	15:57:38
12	minority-owned businesses.	15:57:42
13	Q I understand. But I'm asking about a	15:57:46
14	specific diverse supplier, Mid-South.	15:57:48
15	You're saying definitively, without	15:57:50
16	qualification, that when Mid-South acted as a	15:57:53
17	Tier 1 supplier and did perform some form of	15:57:59
18	additional service, the value of Mid-South's	15:58:01
19	services to IP did not approach the amount of the	15:58:04
20	price markup it charged to IP.	15:58:06
21	Isn't that what you're saying right here?	15:58:08
22	A That statement is with regard to all of	15:58:12
23	the diverse and minority-owned suppliers within	15:58:16
24	Specialty Chemicals.	15:58:20
25	Q And that included Mid-South, right?	15:58:20

1	A	Among others.	15:58:23
2	Q	Yes.	15:58:25
3		And it included DGS, as well, correct?	15:58:28
4	A	And others.	15:58:34
5	Q	Okay. So, DGS and Mid-South and others.	15:58:36
6		Which others do you also contend that that	15:58:42
7		applies to?	15:58:45
8	A	The other minority and diverse suppliers	15:58:46
9		within Specialty Chemicals. That's what that	15:58:51
10		statement is -- is referencing.	15:58:54
11	Q	Okay. And Jag was the purchaser for	15:58:56
12		Specialty Chemicals at IP, correct?	15:59:01
13		He was the one in charge of negotiating	15:59:03
14		contracts with diverse suppliers and majority	15:59:06
15		suppliers, correct?	15:59:10
16	A	That was part of his job function.	15:59:12
17	Q	Okay. Now, when you talk about where a	15:59:18
18		Tier 1 supplier did provide some form of	15:59:21
19		additional service, you give examples.	15:59:23
20		Transport. Are you aware of any	15:59:26
21		transportation services that DGS ever provided to	15:59:31
22		IP for the markup it was charging as a Tier 1	15:59:33
23		supplier?	15:59:38
24	A	I don't recall specifically.	15:59:47
25	Q	You said process improvements. Are you	15:59:48

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1	aware of any process improvements that DGS ever	15:59:51
2	provided to IP for the markup it was charging?	15:59:54
3	A I don't recall specifically.	16:00:06
4	Q The next one is packaging. Do you recall	16:00:07
5	any packaging services DGS ever provided to IP for	16:00:10
6	the markup it was charging?	16:00:14
7	A I don't recall specifically.	16:00:26
8	Q The next one is inventory management. Are	16:00:27
9	you aware of any inventory management services	16:00:29
10	that DGS ever provided to IP for the markup it was	16:00:31
11	charging?	16:00:36
12	A I don't recall specifically.	16:00:41
13	Q The next one is bulk purchases. Do you	16:00:43
14	recall any bulk purchasing services that DGS ever	16:00:47
15	provided to IP for the markup it was charging?	16:00:52
16	A I don't recall specifically.	16:00:58
17	Q The next one is distribution. Do you	16:01:00
18	recall any distribution services that DGS ever	16:01:02
19	provided IP for the markup it was charging?	16:01:06
20	A Again, I don't recall the specifics on	16:01:17
21	that item.	16:01:20
22	Q Same questions for Mid-South. Do you	16:01:20
23	recall any transport, process improvement,	
24	packaging, inventory management, bulk purchases or	16:01:23
25	distribution services that Mid-South ever provided	16:01:25

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1	to IP for the markup it was charging?	16:01:28
2	A I don't recall specifically.	16:01:34
3	Q Are you aware of any plant or equipment	16:01:37
4	that DGS owned that could provide any of these	16:01:42
5	logistical services that you just described?	16:01:46
6	MR. MURPHY: Objection as to form.	16:01:50
7	A I do not recall specifically.	16:01:56
8	Q Same question for Mid-South, are you aware	16:01:58
9	of any plant or equipment that Mid-South owned or	16:02:01
10	operated that could provide any of these types of	16:02:04
11	services that you've just described for Tier 1	16:02:07
12	suppliers?	16:02:10
13	MR. MURPHY: Same objection.	16:02:11
14	A I don't recall specifically.	16:02:14
15	MR. MURPHY: Can I just interrupt,	16:02:17
16	Mr. Sylvester, just for a moment, just a question	16:02:21
17	of timing?	16:02:21
18	We're a little after 4:00. You know, we	16:02:22
19	can go a little bit longer, but I'm trying to get	16:02:29
20	a sense, if you would, as to how long we are going	16:02:31
21	to go to get this concluded.	16:02:35
22	MR. SYLVESTER: Yeah, I mean, I have a lot	16:02:37
23	more questions of the witness. So, I mean, going	16:02:38
24	another 15, 20 or half an hour is not going to	16:02:40
25	conclude the deposition.	16:02:43

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1	You know, I'm willing to go, obviously, as	16:02:44
2	long as the witness can go today, recognizing	16:02:48
3	there may be childcare or other needs that have to	16:02:51
4	be accommodated. But my sense is that we're	16:02:54
5	probably going to have to resume at some other	16:02:58
6	time, and if that's the case and you want to	16:03:02
7	adjourn now, we can do that, so long as we have an	16:03:04
8	agreement to resume at a mutually convenient time	16:03:08
9	subsequently.	16:03:10
10	MR. MURPHY: Okay. I think that's	16:03:13
11	probably what we're going to have to do, is agree	16:03:16
12	to resume.	16:03:19
13	Let's go off the record, and if it's okay,	16:03:19
14	what I would like to do is just go off video and	16:03:27
15	audio and just have a confidential discussion with	16:03:31
16	my client for a moment.	16:03:33
17	MR. SYLVESTER: Sure, sure, to talk about	16:03:35
18	availability in the future, yes.	16:03:37
19	THE VIDEOGRAPHER: We are going off the	16:03:40
20	record. The time is 4:03 p.m.	16:03:41
21	(Off the record.)	16:03:43
22	THE VIDEOGRAPHER: We are back on the	16:09:35
23	record. The time is 4:09 p.m.	16:09:36
24	MR. SYLVESTER: Okay. So, we're back on	16:09:41
25	the record. This is the end of Day 1 of	16:09:44

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1	Ms. Ellis' deposition. I'm going to confer with	16:09:46
2	her counsel and we will resume at a mutually	16:09:51
3	agreed upon date in the near future.	16:09:54
4	Thank you, Ms. Ellis, for her time and	16:09:56
5	attention today, and we will see her at some	16:09:58
6	subsequent date.	16:10:01
7	MR. MURPHY: Agreed. Thank you.	16:10:02
8	THE VIDEOGRAPHER: This marks the end of	16:10:04
9	Day 1 of the deposition of Pia Ellis. We are	16:10:06
10	going off the record at 4:10 p.m.	16:10:09
11	(Deposition concluded at 4:10 p.m. EST	
12	Signature of the witness was not	
13	requested.)	
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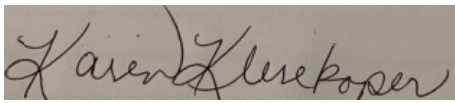
1 CERTIFICATE OF SHORTHAND REPORTER NOTARY PUBLIC

2 I, Karen Klerekoper, the officer before
3 whom the foregoing proceedings were taken, do
4 hereby certify that the foregoing transcript is a
5 true and correct record of the proceedings; that
6 said proceedings were taken by me stenographically
7 and thereafter reduced to typewriting under my
8 supervision; that review was NOT requested; and
9 that I am neither counsel for, related to, nor
10 employed by any of the parties to this case and
11 have no interest, financial or otherwise, in its
12 outcome.

13 IN WITNESS WHEREOF, I have hereunto set my hand
14 and affixed my notarial seal this 22nd day of
15 December 2023.

16
17 MY COMMISSION EXPIRES:

18 OCTOBER 7, 2024
19

20 
21

22 NOTARY PUBLIC IN AND FOR THE STATE OF MICHIGAN
23
24
25

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